The Solicitors' Journal

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Current Topics.

The "Queen Mary" as Ambassador.

THE fact that the "Queen Mary" is carrying on her maiden voyage to New York a multitude of letters and illuminated scrolls of greeting from cities and towns in Great Britain to namesake towns in the United States, may well entitle the great ship, of which we are justly proud, to be called a fresh ambassador of goodwill to our kin beyond the Atlantic. With the citizens of the great Republic we have many ties—of language, community of thought on many subjects, and not least of all, the fact that in by far the larger part of the United States the basic law administered is that with which we are familiar in this country. The early colonists carried with them to their new homes the laws as they knew them in the old country, and from our writers on law they long drew their legal sustenance. Before the Declaration of Independence we are told that no fewer than 2,500 copies of "Blackstone's Commentaries" had crossed the Atlantic, and both JAMES KENT and JOHN MARSHALL—great names in the history of American legal history—acknowledged that they owed to BLACKSTONE their legal training and even their vocation. Our Classic treatises on legal subjects are still eagerly read by lawyers in the States, and, on the other hand, they have, in turn, given us many classics in exchange, not the least among these being the late Justice HOLMES' entrancing—there is no other word applicable—book on the Common Law, which may be read and re-read with pleasure and professional satisfaction time and again. Not only have American lawyers amply repaid the debt they owed to English legal writers, they have done more by giving us an imposing statue of BLACKSTONE as a symbol and a perpetual memorial of the service which he rendered by making the story of English law for the first time readable in the language of the scholar.

A Veteran in the Law.

LORD CRAIGMYLE, whom most of us remember better as LORD SHAW when for a number of years he sat as one of the Lords of Appeal in Ordinary, celebrated the other day the eighty-sixth anniversary of his birthday, and with the many congratulations of which he has been the recipient we would gladly join. By his long service in the law, first as a member of the Faculty of Advocates in Scotland in large practice, later as Lord Advocate, and then as a Lord of Appeal, he has done valiant work in the exposition of the law both of his own country and then of that with which he had to deal in many cases in the House of Lords. His name is associated with many notable decisions, not least with that where he made a gallant protest on behalf of the liberty of the subject in *Rex* v. *Halliday* [1917] 2 A.C. 260, when he expressed dissent, even in stress of war time, as to the validity of a statutory regulation giving power to imprison a naturalised alien as a person of hostile origin and association. It was a vigorous piece of reasoning which many regarded as unanswerable.

"The Great Unpaid."

SPEAKING last Monday at a dinner given at the Mansion House by the City of London Solicitors' Company, the LORD CHANCELLOR, who was the principal guest, paid tribute to the great work in the interests of justice carried out by the unpaid magistracy. Out of the 70,000 indictable offences during the last year for which figures were available, 61,000 were, it was said, dealt with summarily, and of the remaining 9,000, more than three-fifths, some 5,800, were dealt with at quarter sessions. Apart from these indictable offences there were 578,000 summary charges dealt with by the magistrates of this country. When there was added to that number something over 20,000 civil cases, it would be found that in one year the magistrates dealt with over 660,000 criminal and quasi-criminal cases. The overwhelming proportion of judicial work thus indicated as falling to the unpaid justices was, in the words of the learned LORD CHANCELLOR, discharged "by a body of men who no doubt did not always attain the full standard of competence and experience called for in a judge of the High Court, but who, none the less, brought their leisure and skill to the public service with no other object in view except the discharge of the administration of justice according to law." They could make mistakes, and their decisions were rightly subject to review by the High Court; but, it was urged, anyone would be rendering a grave disservice to the country if, by disparagement of their efforts and by cheap jibes at their mistakes, public confidence was shaken in the work and the right type of men were in consequence made unwilling to accept the onerous and responsible duties of office. A report of the dinner appears at page 430 of this issue.

The Bentham Committee.

THE seventh annual report of the Bentham Committee for the year ended 31st March, 1936, contains, with the record of a useful year's work of successful provision of assistance to applicants, expressions of regret that greater progress is impossible for want of solicitors offering their services for the conduct of cases, and also for lack of financial support from the public. As our readers know, the work of The Law Society's Poor Persons Committee relates to conducting cases in the High Court; and the Bentham Committee's activities are directed to filling the gap left in the provision of legal aid

in civil cases in the inferior courts to those who are too poor to pay for professional services of solicitors and counsel. The bulk of the litigation in which the poor are involved is, the report points out, inevitably conducted in police and county courts, and in order to assist deserving cases the committee requires to meet out-of-pocket expenses, including court fees, which are not remitted as in High Court cases, and also to draw upon a sufficient rota of solicitors who are willing to conduct cases in a voluntary capacity. The committee's main activities are confined to the London area, now covered by a network of Poor Man's Lawyer centres, numbering forty-six, affiliated to it. Disinterested advice is given week by week by qualified lawyers free of all charge to any poor person who applies. More than 20,000 cases are dealt with annually. Cases requiring active legal intervention, as opposed to advice only, are referred to the committee by the Poor Man's Lawyer, with a view to the allocation from the committee's rota of a solicitor and counsel to give further assistance. A large number of cases are sent by The Law Society's Poor Persons Committee, by officials of the London county courts and police courts and adjacent petty sessional courts around the Metropolitan area, and by hospitals and other public bodies. During the last eighteen months, the committee has investigated and recorded the amount and nature of the assistance available throughout England and Wales for poor persons desiring to enforce their rights in the inferior courts, and the committee is now in a position to direct applicants from outside the Metropolitan area to such sources of assistance as are available to them in their particular locality. The committee records its sense of great obligation to Poor Man's Lawyers who so devotedly attend at the centres, and to solicitors and counsel who so generously give their services; while expression is given of its gratitude to members of the medical and other professions and to officials of public bodies whose generous and ungrudging co-operation is increasingly given to complete and secure the success of its efforts.

The Catholic Prisoners' Aid Society.

REFERENCE to the Bentham Committee brings to mind another form of assistance rendered to the less fortunate—that provided by the Discharged Prisoners' Aid Societies, whose work we have noted on several occasions. In this connection, allusion may fittingly be made to the Catholic Prisoners' Aid Society, which recently issued its 35th annual report. The Society supplements in manner consonant with its character the work of Discharged Prisoners' Aid Societies, assists prisoners on discharge (by finding employment, supplying necessaries, etc.), and those who have been in custody or charged before the court, whether convicted, bound over, placed on probation or otherwise dealt with. The Society aids also dependents and members of prisoners' families, and in these cases assistance is not confined to co-religionists if either the prisoner or his dependents or members of his family are such. The report of the executive committee speaks of opportunities afforded in prison and of what is often the fruit of them—a firm purpose of amendment. "It is our work," the report states, "to see that what he has found in prison will not be lost or destroyed by adverse material conditions . . ." The treasurer emphasises the importance of finding work as opposed to the mere bestowal of alms. The former task can only be performed, as the Government has recognised, by whole-time paid officials, and a large proportion of the Society's expenditure is therefore directed to the payment of the necessary salaries. Appreciation is expressed by the executive committee of the unfailing courtesy shown by the Home Office officials concerned with the work of the Society, and of the helpfulness of the Prison Governors, the Prison Commissioners, Police Court magistrates, the Central Association, the Royal Society for the Assistance of Discharged Prisoners, the Holloway Discharged Prisoners' Aid Society, and the Central and other Discharged Prisoners' Aid Societies.

The Manufacture of Criminals.

GIVING judgment in a recent case where the Court of Criminal Appeal dismissed an application for leave to appeal against a sentence of twelve months' imprisonment with hard labour for larceny, the Lord Chief Justice adverted to a subject which has before now been mentioned in this column. The prisoner was sixty-four years of age and had been convicted forty times. How, LORD HEWART asked, did he begin his career of crime? At the age of fifteen—we quote from the report of the judgment in *The Times*—he was sent to an industrial school. Then he went to prison for seven days for stealing toffee, and for two months for another theft of toffee, with the result that, at an early age, he became acquainted with the inside of a gaol. After that his sentences followed with increasing severity until, in 1906, he went to penal servitude for three years. After receiving other terms, he was sentenced to penal servitude in 1920 for five years. That sentence was reduced on appeal to twelve months' imprisonment with hard labour. Still further sentences followed, until now, at the age of sixty-four, he was faced with another term of twelve months' imprisonment. He was fortunate in not being charged with being a habitual criminal. The history of this man was described as another melancholy example of how criminals were made.

Central Control of Highways.

THE cause of unified control of highways, to which a number of references have been made in this column, was taken up last Monday at the Birmingham Chamber of Commerce. It was urged in the course of a recent report on the subject that a single controlling authority would ensure increased efficiency and economy by the avoidance of the present inevitable overlapping. The reduction in the number of accidents by the elimination of many of the contributory causes and of traffic congestion, a greater degree of standardisation in road construction and maintenance as well as in signalling and lighting are cited as advantages justifying the appointment of a competent central authority to administer the roads in the national interest. A speaker at the Chamber last Monday alluded to the fact that road expenditure is now £60,000,000 to £70,000,000 a year, and said (we quote from *The Times*) that, in view of the importance of the road system and the modified arrangements for the Road Fund introduced by the Chancellor of the Exchequer in his Budget statement, unified control was essential to secure standardisation, economy and greater safety.

Tithe Bill: Money Resolution.

Two points dealt with about ten days ago by the Minister of Agriculture and Fisheries when the House of Commons went into Committee on the money resolution in connection with the Tithe Bill may be shortly noted here. The first was the desire, more particularly of the tithepayers, that the Treasury should not make any profit out of the scheme for redemption contained in the Bill. Mention was made of cl. 13 (6) of the Bill, particularly in reference to the question whether the two-thirds allowed for the deduction of income tax was or was not a fair sum. Mr. ELLIOTT explained, however, that the passing of the resolution would in no way prejudice a discussion on that matter. He had, he said, given the closest attention to the question in connection with the Treasury, which had been most helpful in the matter, in pursuance of a pledge he had given that no profit should be made out of this point. The Government would systematically consider some amendment modifying this to the advantage of the tithepayers. With regard to the second point—the protection of existing life interests—the Minister intimated that he was in a position to say that the Government could meet the House fully, and that an amendment could be submitted in Committee and, if the financial resolution was passed, would be so submitted on behalf of the Government, which would

fully protect all existing life interests of incumbents. A few days later when the House again went into Committee for the purpose of considering the financial resolution in connection with the Bill, Mr. ELLIOTT made reference to the question of compensation to those who would suffer a diminution of employment as a result of the redemption proposals. He intimated that the matter was one for action by administration rather than by statute, but stated that the Government desired very strongly to work in harmony with those associations of professional men who had been handling the problem up to that time. Representatives of the associations concerned had conferred with the Permanent Secretary of the Ministry of Agriculture and they had undertaken to set up a small committee to keep in touch with the Department and to co-operate in every way with the work which was to be done during the passage of the Bill and when the Bill had become an Act. The Government were not unsympathetic and were trying to meet the professional men concerned in that way.

Recent Decisions.

IN *Appenrodt* v. *Central Middlesex Assessment Committee* (*The Times*, 21st May) a Divisional Court reversed a decision of quarter sessions and held that annual instalments of £600, by which in accordance with the licensing justices' order a sum of £3,000 in respect of monopoly value of a licensed hotel was being paid, constituted a special charge on capital value and did not affect the value of the premises for rating purposes.

In *Westminster City Council* v. *Southern Railway Co. and Others*, and *Westminster City Council and Another* v. *Southern Railway Co. and Others* (*The Times*, 21st May), the House of Lords allowed appeals from the Railway and Canal Commission and held that certain premises at Victoria Station and Beckenham situate within the railway property were in rateable occupation by the various tenants and hence not "railway hereditaments" included in the railway valuation roll. The premises at Victoria included lock-up shops and kiosks, a bank, business offices, bookstalls and hairdressing establishments; those at Beckenham consisted of buildings used as offices and showrooms with stacking ground or storage bays attached, a raised stacking ground for builders' materials and other stacking grounds and bays for sand or other building material. In the course of the judgment it was intimated that *Smith* v. *Lambeth Assessment Committee*, 9 Q.B.D. 585; 10 Q.B.D. 327, was wrongly decided by the Court of Appeal.

In *Income Tax Commissioner, Bengal* v. *Mercantile Bank of India, Ltd., and Others* (*The Times*, 21st May), the Judicial Committee of the Privy Council upheld a decision of the High Court at Calcutta to the effect that a sum being the nominal amount of bonus debentures issued to the respondents as trustees of a deceased person in respect of their shareholding in certain companies was not liable for an assessment for supertax and surcharge made by the income-tax officer. For the purposes of questions raised in this appeal the provisions of the Imperial Income Tax Act and of the Indian Act were the same, and the matter was, it was held, governed by the principles laid down by the House of Lords in *Inland Revenue Commissioners* v. *Blott* [1921] 2 A.C. 171, and *Commissioners of Inland Revenue* v. *Fisher's Executors* [1926] A.C. 395.

In *Central London Railway Co.* v. *Commissioners of Inland Revenue*, and *London Electric Railway Co.* v. *Commissioners of Inland Revenue* (*The Times*, 22nd May), the House of Lords dismissed appeals from the Court of Appeal and held that the railway companies were not entitled to retain income-tax deducted from interest on debentures issued to obtain money for certain constructional works. The companies' contention that such interest had been paid wholly out of profits or gains already brought into charge to tax was negatived and that of the Crown to the effect that the interest had been paid out of capital was upheld. The same principle was applied in *Metropolitan Railway Co.* v. *Commissioners of Inland Revenue*, heard with the above, where the question was whether, the interest on money borrowed for the erection of a building over one of the company's stations having been paid without deduction, the company was entitled under s. 36 (1) of the Income Tax Act, 1918, to have the tax on the amount of such interest repaid.

In *Strood Estates Co. Ltd.* v. *Gregory* (*The Times*, 22nd May), the Court of Appeal held, in reference to the allowances in respect of rates granted to landlords under the Poor Rate Assessment and Collection Act, 1869, the Rating and Valuation Acts, 1925-1928, and the Local Government Act, 1929, that the amount of rates to be deducted under the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, from the standard rent, in order to arrive at the net rent, was the amount paid by the landlord in respect of such rates taking advantage of the enactments in his favour relating to the compounding allowances, and not the full amount of rates, the liability for which he could discharge by payment of that sum less the compounding allowance. The judgment of a county court judge was reversed on this point, but affirmed in respect of an increase of 8 per cent. allowed on certain improvements or structural alterations under s. 2 (1) (*a*) of the last-named Act.

In *Merstham Manor Ltd.* v. *Coulsdon and Purley Urban District Council* (*The Times*, 23rd May), it was held, on facts which need not detain us here, that a public right of way had been established by user under the provisions of s. 1 (1) and (2) of the Rights of Way Act, 1932. The way had been "actually enjoyed as of right and without interruption," and there was not sufficient evidence of an intention not to dedicate, the plaintiffs' conduct being, indeed, consistent only with an intention to dedicate.

In *South Wales Miners' Industrial Union and Benefit Society* v. *Odhams Press Ltd. and Others* (*The Times*, 26th May), the Court of Appeal reversed the decision of the court below so far as it related to the defendant John Roach. Damages assessed at £10 against him, and at £1,000 against *Odhams Press Ltd.*, had been awarded in a libel action in respect of matter appearing in a newspaper. The Court of Appeal held that the words of a statement supplied by Mr. Roach were themselves, without any extended sense, not capable of any defamatory meaning (see Lord Blackburn's words in *Capital and Counties Bank, L.B.* v. *Henty*, 7 A.C. 741), and his appeal was accordingly allowed.

In *Reed* v. *Cattermole* (*Inspector of Taxes*) (p. 427 of this issue), LAWRENCE, J., allowed an appeal on a case stated by the Special Commissioners of Income Tax, who had affirmed an assessment under Sched. E of an amount equal to the Sched. A tax, together with the amounts of the local rates and the water rate in respect of a manse occupied by a Wesleyan Methodist minister. These charges were paid by officials of that organisation. The learned judge held that the appellant occupied the premises for the purpose of discharging the duty which he owed to those who employed him, and, following the principle laid down in *Tennant* v. *Smith* [1892] A.C. 150, that he was not in beneficial occupation of the manse so as to be assessable to tax in the manner claimed by the Crown.

In *Imperial Tobacco Co. (of Great Britain and Ireland) Ltd.* v. *Parsley* (*The Times*, 28th May), the Court of Appeal reversed the decision of the court below and held that a provision for the payment of the sum of £15 for each breach of an agreement between the plaintiffs and the defendant not to sell tobacco and cigarettes at cut prices was one for the payment of liquidated or agreed damages and not a penalty. The provision was for payment of the said sum "as agreed and liquidated damages" for every breach of the agreement "inasmuch as the damage caused . . . by a breach of the said contract must inevitably have serious results, but might, in any given case, not be readily capable of estimation . . ." See *Dunlop Pneumatic Tyre Co., Ltd.* v. *New Garage and Motor Co., Ltd.* [1915] A.C. 79.

The House of Lords: Reform Proposals.

VISCOUNT SANKEY'S Bill for abolishing the privilege of a peer to be tried by his peers will, if it becomes law, be one of very few statutory changes which have been applied to the members of the House of Lords in the course of its long history. The first of these, indeed, was recalled in the debate on that Bill by a Scottish peer, when he suggested that the measure amounted to a breach of the Act of Union of 1707. That Act—which incidentally gave to Scottish peers the right of trial by their peers—introduced the principle of the Representative Peerage, which was later adopted in the case of Ireland, and has formed an ingredient in many proposals for changing the composition of the House. The Appellate Jurisdiction Act, 1876, placed the system of life peerages on a definite basis for judicial purposes, and that statute also has supplied a precedent for use by the advocates of more general reforms. The outstanding measure of change is, of course, the Parliament Act of 1911, which dealt with the legislative powers of the Upper Chamber in its relations with the House of Commons. But though the relevant pages of the Statute Book are few, the history and literature of reforms proposed but unaccomplished provide a mass of material, both instructive and entertaining. As the late Earl of Birkenhead remarked in one of his brilliant speeches: "I have still to discover any Party which can put forward proposals for the reform of your Lordships' House with enthusiasm. Too many tired hands have tried to roll the stone of Sisyphus before, too many failures have dogged the steps of those who have attempted the reform of this venerable House."

The Peerage Bill of 1719 is worthy of mention, both because it indicates how old is the question of reform, and also because it supplied a precedent which has been adhered to in recent cases—that is, the obtaining of the consent of the Crown before proceeding with measures for the limitation of the Royal prerogative. The Bill proposed, in the first place, to abolish the system of Scottish representative peers, substituting twenty-five Scottish Peers who were to have hereditary seats in Parliament. It also proposed larger changes in the composition of the House; with the exception of princes of the blood royal, the number of peerages was not to be increased by more than six beyond the number at which they then stood—namely 178—and after that number the Crown was not to create peers except to fill vacancies caused by the extinction of peerages; and no future peerage was to be granted for any larger estate than to the grantee and the heirs male of his body. The Bill passed the House of Lords, but was rejected by the Commons. Thus, the number of members being not subject to statutory limitation, it is not surprising to find it gradually increasing during the next two centuries. During the period 1761-1801 the number was nearly doubled, and to-day the House consists of 700 members or more.

The later years of Queen Victoria's reign produced a crop of reform proposals. In 1869 Earl Russell introduced a Bill authorising the Crown to create life peers, their number not at any time to exceed twenty-eight, and not more than four to be created in any one year. These life peers were to be selected from among—

(1) Scots and Irish non-representative peers.

(2) Persons who had been members of the House of Commons for ten years.

(3) Officers in the Army and Navy.

(4) Judges of England, Scotland or Ireland, and other high legal officials.

(5) Men distinguished in literature, science, and art.

(6) Persons who had served the Crown with distinction for at least five years.

John Bright called this "a childish tinkering of legislation"; Lord Salisbury noted it with approval; and in 1888, when Prime Minister, brought forward something of the same kind. In 1884, Lord Rosebery had proposed an infusion of new blood, by the creation of life peers or otherwise; and in 1888 he went further and put forward a scheme for a representative peerage elected by the whole body of peers, together with peers elected by county councils and municipalities, and possibly by the House of Commons, and with a certain number of life and official peers. If these early proposals be compared with those which have been debated in recent years, it will be seen that the latter have gradually developed from the former. Before coming to the present day, however, the student can recreate himself with a few quaint or original proposals which have sprung up from time to time off the main road of reform. There was Lord Salisbury's "Black Sheep Bill" of 1888, providing that the Crown might, on an address from the House of Lords, suspend the issue of writs of summons to peers in particular cases where their behaviour had been otherwise than commendable. With this may be set Lord Phillimore's scheme, which might be called a "Backwoodsmen Bill," under which—

(1) A writ of summons should not issue to a peer on his succession unless upon petition from that peer.

(2) The petition should contain an undertaking that the peer would, for five years, duly attend in his place in the House and serve on committees.

In 1929, Lord Darling moved that any Minister of the Crown who is a member of the other House of Parliament should have the right to sit and speak, but not to vote, in the House of Lords; the motion was negatived. The following year Lord Astor failed to carry a motion to admit women to the House on the same terms as men.

The Parliament Act was concerned with the powers and not with the composition of the Second Chamber. The controversies of the day were engaged with what the House of Lords did, not with what the House was. It deprived the House of any power whatever over Money Bills and restricted its powers over Bills other than Money Bills. The party which supported the Act did not abandon their indictment of the House of Lords: "It is unpurged; it is unrepresentative; it is absentee." But, for the time being, they contented themselves with the declaration in the Preamble to the Act: "Whereas it is intended to substitute for the House of Lords as it at present exists a Second Chamber constituted on a popular instead of hereditary basis, but such substitution cannot be immediately brought into operation." There is fairly general agreement that the Act cannot be repealed, but it is thought by many to contain some defects which can be cured without infringement of its principles.

The reform proposals have entered upon a new phase since the passing of the Parliament Act, and the period of the great war. They are now concerned both with the composition and with the powers of the Second Chamber. They are based, in the first place, upon the report of the Bryce Conference on Reform appointed by the Government in 1917, under the chairmanship of Lord Bryce, and consisting of eminent persons chosen from both Houses on a non-party basis. They derive their general limitations from that version of the Bryce proposals which was put before the House of Lords by the Coalition Government in the summer of 1922, by way of a series of resolutions—described by one noble lord as "a potted scheme of House of Lords reform." An authorised version of the scheme was produced by the Conservative Government and presented to the Lords by the Lord Chancellor, Lord Cave, in a speech on 20th June, 1927. The matter has not progressed far since that event, and therefore the 1927 proposals demand some attention. They may be summarised as follows:—

A.—*Amendments of the Parliament Act:*

(1) Adoption of the Bryce Committee's recommendation that, for the purposes of the Parliament Act, 1911, the question whether a Bill is or is not a Money Bill, or is

partly, and partly is not, a Money Bill, should be determined by a Joint Standing Committee of both Houses, the Committee to be composed of an equal number of members of each House and to choose their own Chairman.

(2) That in coming to their decision the Joint Standing Committee shall have regard to the substance and effect of the Bill as well as its form.

(3) Adoption of the Bryce Committee's recommendation that Bills dealing with local rates, and not with national charges, shall not be treated as Money Bills.

(4) That the provisions of the Parliament Act, by which Bills can be passed into law without the consent of the House of Lords in a single parliament, shall not apply to any Bill which alters the constitution or the powers of the House of Lords.

B.—*Composition of the Chamber:*

(1) The sovereign to be authorised to add a limited number of members, nominated on the advice of the Government of the day.

(2) That the House shall consist of not more than 350 members, and shall be composed, in addition to peers of the blood royal, lords spiritual and law lords, of (*a*) hereditary peers elected by their order, and (*b*) members nominated by the Crown as at (1), the numbers in each case to be determined by statute.

(3) That, with the exception of the peers of the blood royal and the law lords, every other member shall hold his seat for a term of years, probably twelve, but shall be eligible for re-election.

(4) A peer not elected should be allowed to present himself for election to the House of Commons.

A variation of this scheme was introduced in Lord Salisbury's Parliament (Reform) Bill of 1933, but the Government refused to be drawn any further. The prospects of such proposals becoming law must still be remote. The filling in of the details so as to complete the scheme is sure to disclose further difficulties. Moreover, the adoption of any scheme of reform, apart from agreement between both Houses and all parties, is hardly conceivable. If the House of Lords goes in any other way, it will "go in a storm," as Walter Bagehot wisely remarked many years ago.

Company Law and Practice.

I INTEND to devote this week's columns to some consideration of an important Scottish case that was decided in October, 1934, and that deals with an entirely new section in the 1929 Act. The title of the decision is *The Edinburgh Workmen's Houses Improvement Company Limited* (1934), S.L.T. 513. It has been briefly mentioned in this journal on the 9th February, 1935, but as it is the first reported decision under the new section, and as the lapse of time makes it not unlikely that it may be overlooked, I feel it would be well worth our while to consider it in some detail.

The Powers of the Court as to the Conduct of Meetings.

The section in question is s. 115 (2), and it reads as follows: "If for any reason it is impracticable to call a meeting of a company in any manner in which meetings of that company may be called, or to conduct the meeting of the company in manner prescribed by the articles or this Act, the court may, either of its own motion or on the application of any director of the company or of any member of the company who would be entitled to vote at the meeting, order a meeting of the company to be called, held and conducted in such manner as the court thinks fit, and where any such order is made may give such ancillary or consequential directions as it thinks expedient, and any meeting called, held and conducted in accordance with any such order shall for all purposes be deemed to be a meeting of the company duly called, held and conducted." In accordance with Ord. 53B, r. 8 (*f*), the application is to be made by summons.

The matter came before the court in this way: the company, which was an old-established one and incorporated under the Joint Stock Companies Acts, 1856 and 1857, had a capital of £20,000, divided into 2,000 shares of £10 each, 1,687 of which had been issued and were fully paid up. As its name indicates, its object was to provide at a reasonable rental good and comfortable houses for the labouring classes in and around Edinburgh, and to aim at a good return therefrom by way of dividend on its capital. During a period from 1875 to 1886, the company had purchased 111 of its own shares at an average price of £8 per share, and in 1887 the decision of *Trevor* v. *Whitworth*, 12 A.C. 409, established the incompetence and illegality of such a purchase. With a view, therefore, to the regularisation of this matter the company decided to cancel these 111 shares and accordingly reduce its capital by their nominal amount. The annual return of April, 1933, showed the number of shareholders to be fifty-four, and the article dealing with a quorum (being art. 31 of Table B of the 1856 Act) read as follows: "No business shall be transacted at any meeting, except the declaration of a dividend, unless a quorum of shareholders is present at the commencement of such business, and such quorum shall be ascertained as follows, that is to say, if the shareholders belonging to the company at the time of the meeting do not exceed ten in number, the quorum shall be five; if they exceed ten, there shall be added to the above quorum one for every five additional shareholders up to fifty, and one for every ten additional shareholders after fifty, with this limitation that no quorum shall in any case exceed forty." So that with fifty-four shareholders, the necessary quorum as prescribed by this article amounted to thirteen members personally present.

Table B of the 1856 Act, which formed the articles of the company, contained no power to reduce capital, and accordingly it was necessary for the company first to take power, by a special resolution altering the articles, to reduce its capital, and secondly, to pass a special resolution reducing the capital in the exercise of the power. Both these special resolutions could have been dealt with at the same meeting, but the company chose to call two successive extraordinary general meetings in July, 1933. At the first of these, the articles were altered and the company was empowered to reduce, by special resolution, its share capital and any capital redemption fund in any manner, and with and subject to any incident authorised and consent required by law; and at the second meeting, the resolution for reduction was passed as a special resolution. As we have seen, the necessary quorum should have been thirteen members personally present, but at each meeting the quorum was in fact only two members personally present; the two special resolutions were not, therefore, validly passed (see *In re Romford Canal Company*, 24 Ch. D. 85). It appeared that only fourteen of the total number of fifty-four members were resident in or near Edinburgh, and the personal attendance of the necessary quorum would in any event be accompanied by considerable difficulty.

Recourse was, therefore, had to the principle established by the case of *Parker and Cooper Limited* v. *Reading* [1926] 1 Ch. 975, that if all the individual members of a company in fact assent to a transaction that is *intra vires* the company, the company is bound, although their assents are given at different times and in an informal manner, and no meeting of the company is held in one room or one place where those assents are or could be given simultaneously: each shareholder was, therefore, written to by the company, explaining the position as to the insufficient quorum, and asked to express his written approval of the resolutions. Of the fifty-four members, all except five sent their written assents, and these five held between them only eighty-five shares out of the total 1,687 issued shares. Two of them, whose total shareholding amounted to thirty-seven shares, sent proxies in favour

of the special resolution for reduction, but that was not of great assistance; another of them lived in Nova Scotia, while the company did not know the present address of the fourth. Further attempts were then made to acquire written assents from these five, but they met with no success; and in the final result, the company found itself unable to procure the passing of the resolutions in this informal manner, as not all the shareholders had assented.

When the petition for reduction of capital came before the court, all these matters and their effect were fully considered, and on behalf of the company it was admitted that, although twenty-one members had sent proxies to the extraordinary general meeting, which two members had attended in person, there seemed no authority for holding that proxies satisfied the requirement of art. 31 of "shareholders . . . present"; and the court was urged to authorise, in the circumstances, a reduced quorum, as it was said it was competent to do within s. 115 (2). The Lord President, in the course of his judgment, pointed out that, as there were some shareholders whose consent had not been secured, the remedy which depends upon getting the consent of every shareholder remained beyond the reach of the company, and therefore in those circumstances there was no waiver of the statutory conditions of the incorporated partnership which bound everybody, and that meant there was no waiver at all; he indicated further that in s. 115 (2) lay the best course, the safest course, and indeed the only competent course that the company might take. With regard to the section itself, the Lord President used these words at p. 516: "I think the expression 'impracticable . . . to *conduct* the meeting of the company in manner prescribed by the articles' is sufficient to cover a case in which it is impracticable, owing to the terms of the articles and the state of shareholding in the company, to get a quorum present. On the facts which are placed before us . . . it is impracticable in present circumstances to get a meeting with the appropriate quorum. I suggest therefore to your lordships that what we should do is to use the powers of s. 115 and to order a meeting of the company at which the special resolutions may be proposed and passed, which meeting shall be held and conducted under the provision that the quorum shall be five shareholders personally present." The suggestion was accepted by the remainder of the court, and an order was accordingly made for the meeting to be conducted with the quorum of five members present in person.

In view of the fact that this is the only reported decision on s. 115 (2), as I have already mentioned, it is interesting to discover the view which the writers of text-books take of the matter; and the note on the sub-section which the learned editors of "Buckley" (11th ed.) make, at p. 272, is particularly useful. The note itself is short, and, after pointing out the novelty of the sub-section, it summarises its effect by saying that it enables the court to convene a meeting, with all necessary consequential directions, where a meeting cannot be convened either under the articles or under sub-s. (1) of the section. Section 115 (1) provides for certain provisions then following to have effect "in so far as the articles of the company do not make other provision in that behalf"; these certain provisions I do not intend to consider in detail here as their length and familiarity respectively preclude and make unnecessary such a course. In brief, they deal with the length and service of notice of meetings, with the calling of meetings by members of the company, with the quorum and chairmanship at meetings, and with the voting rights of members as regards the number of shares or the amount of stock held by them; and for further particulars, I must leave the sub-section to the investigation of my readers. As regards the "necessary consequential directions" mentioned in the note in "Buckley," we should compare, as is there indicated, s. 112 (3) with s. 115 (2). Section 112 deals with the holding of the annual general meeting once at least in every calendar year, and not more than fifteen months after the holding of the preceding one (s. 112 (1)); and sub-s. (2) provides for the fining of every director and manager of the company if default is made in compliance with sub-s. (1). Section 112 (3) reads: "If default is made as aforesaid, the court may, on the application of any member of the company, call, or direct the calling of, a general meeting of the company"; but, when comparison is made with s. 115 (2), it will be seen that s. 112 (3) lacks the words which appear in s. 115 (2) and which expressly empower the court to give "such ancillary or consequential directions as it thinks expedient."

To return to our note, the opinion is given that "such cases (i.e., where a meeting cannot be convened under the articles or under s. 115 (1)), assuming the decision in *Brick and Stone Company* [1878] W.N. 140, to hold good on the altered wording of sub-s. (1), must be rare." Now, in *Brick and Stone Company*, the company had no formally constituted directors, and its articles expressly excluded Table A, and contained provisions for calling meetings by directors only, not by members of the company. Certain contributories presented a winding-up petition, and alleged deadlock, on the ground that, as there were no directors, there could be no meetings. The court held that the subscribers to the memorandum had in fact constituted themselves directors, and could therefore call meetings; but that anyhow, where under the existing regulations of a company meetings could not be called in any event, s. 52 of the 1862 Act (which corresponded with s. 115 (1)) came into force. In other words, the section applied both where there were no material regulations in the articles, and also where there were regulations, but they had become unworkable. The wording of s. 52 of the 1862 Act was "in default of any regulations," of the 1908 Act, "in default of and subject to any regulations in the articles," and is in s. 115 (1) "in so far as the articles of the company do not make other provision in that behalf"; so that, on a comparison of these three extracts, the words used amount, I think, to the same effect, and the assumption of the learned editors of "Buckley" that I have quoted seems, with respect, to be correct.

To sum up, s. 115 (2) probably will not be often used, because s. 115 (1) is sufficiently comprehensive to cover most lapses in a company's articles as regards the machinery of meetings, and it also has such a general applicability: while, in addition, a situation such as that which arose in this Scottish decision must, in these days, be rare indeed; but, nevertheless, the case is of considerable interest as affording an indication of the lines upon which use of the section might be made in the future, and as such deserves our attention.

A Conveyancer's Diary.

[CONTRIBUTED.]

Equitable Joint Tenancy—Severance.

IT is by no means uncommon for a purchaser of a dwelling-house for his own occupation to elect to have it conveyed to himself and his wife as joint tenants at law and in equity, mainly with a view, it may be assumed, to a possible saving in the way of death duties. The arrangement is, more often than not, satisfactory, but one may take leave to wonder whether such a purchaser is aware, or advised, of the possibility of the voluntary or involuntary severance of the equitable joint tenancy.

Such a joint tenancy may be severed voluntarily in various ways, and in some cases by the one joint tenant without the concurrence or agreement of the other. For instance, a mere notice in writing of the desire to sever given by the one joint tenant to the other is sufficient to effect a severance (Law of Property Act, 1925, s. 36 (2)). An involuntary severance is effected, for example, by the bankruptcy of one of the joint tenants (*Re Butler's Trusts* (1888), 38 Ch. D. 286).

It is generally agreed that, both in legal theory and in actual fact, a joint tenancy, with its hope of accession to the entirety, is of greater value than a tenancy in common in equal shares. If this proposition be true, it is perhaps remarkable that the law permits the interests of one tenant to be prejudiced by the acts and defaults of the other.

There must be many a husband holding in joint tenancy with his wife who does not appreciate that after, let us say, a little rift in the matrimonial lute, it is in the power of his wife to water down his interest in the joint tenancy to a tenancy in common in equal shares. It is not unreasonable to suppose that there are but few wives holding in joint tenancy with their husbands who realise that the effect of the bankruptcy of the husband would be so far-reaching.

To meet the difficulty of severance, voluntary or involuntary, does not appear very difficult. It is suggested that the property should be conveyed to the husband and wife in fee simple as joint tenants, upon trust to sell the same or any part thereof (with power to postpone the sale), and to stand possessed of the net proceeds of sale (after payment of costs), and of the net rents and profits until sale (after payment of rates, taxes, costs of insurance, repairs and other outgoings), upon trust for themselves, absolutely and beneficially, as tenants in common in equal shares during their joint lives, and after the death of the first of them to die, then upon trust for the survivor of them absolutely and beneficially.

Variations of this suggested form will readily present themselves. The principle which underlies the suggestion is the creation of an equitable estate of the nature of a tenancy in common with the benefit of survivorship expressly given. This is a well recognised estate. "There may . . . be a tenancy in common with the benefit of survivorship *expressly* given . . . This is a perfectly distinct estate from a joint tenancy and has different incidents to it . . ." (Tudor's "Leading Cases in Conveyancing, etc.," 4th ed., p. 286, and cases there cited.)

When the survivor of joint tenants, who is solely and beneficially interested, deals with his legal estate as if it were not held upon trust for sale by taking advantage of the addition to sub-s. (2) of s. 36 of the Law of Property Act, 1925, made by s. 7 of and the Schedule to the Law of Property (Amendment) Act, 1926, it would seem advisable for a purchaser to ask for a recital of no severance.

Landlord and Tenant Notebook.

Distress on Goods in the Hands of Auctioneers.

SINCE the passing of the Law of Distress Amendment Act, 1908, some of the older modifications of the law in question have lost in importance. But, having regard to the somewhat elaborate requirements of the statute, which is of no avail unless the distrainee sets to work and sets to work in a particular way, and probably (though the Act does not expressly so provide) within a particular time, it is well not to lose sight of the various incidents of privilege known to the common law. The privilege attaching to goods of a third party which have been left with the defaulting tenant to be carried, wrought, or manufactured in the way of his trade, for instance, saves just the sort of goods which might be seized and sold before their owner knew of the distress. These may include, as has been decided, goods entrusted to an auctioneer for the purpose of sale; and while none of the authorities concerns a case in which a member of that profession owed rent, the effect of the common law exception is the better illustrated.

For the exception to apply, it is essential not only that the articles should have been sent or delivered to a person exercising a public trade, but also that he should be in occupation of the premises which are the subject-matter of the tenancy. It is the requirement of occupation that has given rise to a number of important decisions in the case of auctioneers, who, according to the arguments advanced in at least one action, are or were by nature of a roving disposition.

The leading case is *Adams* v. *Grane* (1833), 1 Cr. & M. 380, an action for excessive distress and trover. The defendant's defaulting tenant having let part of his premises to an auctioneer for the term of one week, the plaintiff sent some goods there to be sold. Before they could be sold, the defendant distrained them, undeterred by a notice on the part of the premises sub-let: "X's Auction Rooms." The contention that it was the business of an auctioneer to sell goods on other people's premises was negatived. In his judgment, Lord Lyndhurst, C.B., said: "What is a factor? A person who receives the goods of another for the purpose of selling those goods on account of the owner. What is an auctioneer? An auctioneer receives the goods of another person for the purpose of sale on account of the owner of those goods." I do not know why the factor should be defined while the auctioneer is merely described; we should have been more grateful if the converse had been effected; for while we have a "Factors Act," the expression is not used therein save in the title.

Rather more striking was the illustration afforded by *Brown* v. *Arundell* (1850), 10 C.B. 54. In this case the goods were seized in a room on licensed premises, a room which the tenant and licensee had ceased to use for some time. His son had given the auctioneer permission to use it, and handed him the key. The plaintiff succeeded in his claim for illegal distress against the licensee's landlord, and the decision has sometimes been represented as authority for the proposition that privilege may be claimed even if the auctioneer be a trespasser. The key had been taken from its place by the tenant's son, but as the question of authority was not actually determined, too much reliance must not be placed on those parts of the judgment which support that proposition if taken by themselves.

But when one goes deeper and considers the fundamental reason for the privilege attaching to goods sent to a person exercising a public trade, to be carried, wrought or manufactured in the way of the trade, one is driven to the conclusion that it is quite immaterial whether the auctioneer be tenant, licensee, invitee or trespasser, as long as he be occupier. The privilege is there for the benefit of trade, as was laid down in *Simpson* v. *Hartopp* (1744), Willes 512. Thus the principle was applied again in *Williams* v. *Holmes* (1853), 8 Exch. 861, in which the "premises" occupied by the auctioneer were a yard attached to a tavern.

Of course, sooner or later, the line was to be drawn, and *Lyons* v. *Elliott* (1876), 1 Q.B.D. 210, was a distrainor's victory. The tenant in this case, when taking the house, had furnished it with furniture bought from an auctioneer, the price to be paid by instalments and the vendor to have the right to sell the goods in the event of a default. The tenant did default, and then before the sale the plaintiff, a local silversmith, who was a friend of the auctioneer, asked him to "put some things in" with the others. It was those valuables that the defendant distrained. In the action the authority of *Brown* v. *Arundell* was respected; but it was pointed out that what that case decided was that title was immaterial. Blackburn, J., examined the privilege from a historical point of view; demonstrated that its genesis was the "harsh and unjust." Sale of Distress Act, 1689, for before then distress being merely a right to seize and retain, a landlord would be little tempted to distrain third parties' property; but held that in this case the privilege did not attach, for the premises were not in the occupation of the auctioneer.

Assignment to Company.

The recent decision of the Court of Appeal in *Rodenhurst Estates Ltd.* v. *W. H. Barnes Ltd.* (reported 80 SOL. J. 405) illustrates one of the possible consequences of a tenant "turning himself into a limited company." The facts were that, two years after taking a lease from the

plaintiffs, a Mr. W. H. Barnes sold his business to a newly-formed company, the defendants. The plaintiffs gave him a licence to assign. No assignment was executed; but the company carried on the business and paid the rent, and went on doing so long after Mr. W. H. Barnes had died. In the action they repudiated liability for a quarter's rent, and were sued in the county court, where the judge held that they were estopped from denying that they were assignees. The Court of Appeal upheld this ruling, which they considered justified by the licence and the other conduct.

The only comment the case seems to call for relates to the amount of emphasis laid on the licence. The Court of Appeal, it is true, did not say that if there had been no such licence the result would have been different, and undoubtedly the knowledge which the company must have possessed of its existence would make their occupation the more consistent with that of an assignee. Argument centred round the plea that the company were mere equitable assignees, and I think it is for this reason that part of the judgment reads as if a landlord in such a case could prevent assignment, whereas technically all he can do is to forfeit the interest under a proviso. I think we must assume that there is no intention to suggest that if there had been no covenant against alienation and no licence the plea would have succeeded; for, according to *Paul* v. *Nurse* (1828), 8 B. & C. 486, even an assignee in breach of covenant is liable for rent by virtue of the privity of estate.

As to the continued liability of the assignor as original grantee in these cases, an example is afforded by *John Betts and Sons* v. *Price* (1924), 40 T.L.R. 589, to which I had occasion to refer in the "Notebook" of the 2nd May last (80 Sol. J. 340).

Rather more delicate problems may arise out of the tenant's "turning himself into a company" when he seeks no consent to assign or sub-let, but agrees to let the company have the "use" of the premises in consideration of their agreeing to indemnify him against rent, rates and taxes. It was held in *Chaplin* v. *Smith* [1926] 1 K.B. 198, C.A., that whether he has broken a covenant against alienation depends partly on the terms of that covenant and partly on whether he retains the power to exercise real and effective possession; if he went abroad he might infringe his covenant.

Our County Court Letter.

THE AGRICULTURAL HOLDINGS ACT, 1923.

In *Hiles* v. *Aldridge*, recently heard at Shrewsbury County Court, the applicant was an annual tenant of land at Boreatton for some years prior to November, 1934. The land was then put up for sale by public auction, and part of it was bought by the respondent. An announcement had been made at the sale that there was no intention to make any outgoing claim, but it was discovered after completion that the land had been held as arable by the applicant. Having laid it down to temporary pasture at his own expense, the applicant, on quitting the land in March, 1935, had supplied within two months particulars of a claim for temporary pasture. His case was that the only announcement he had authorised was that he did not intend to make any claim for unexhausted manurial values. The respondent contended, however, that the actual announcement was made on the authority of an employee of the applicant, who was therefore estopped or debarred from making his claim for temporary pasture. The arbitrator found as facts that (1) the applicant had authorised his workmen to say that he did not intend to claim unexhausted manurial values, but had not authorised the statement as to not making any claim to outgoings; (2) any claim for unexhausted manurial values would have been negligible, and therefore the prices given for the land would not have been affected by any statement that the tenant did not intend to claim therefor. A case was stated, however, on the question of law, viz., whether the applicant was estopped from making his claim, for temporary pasture, by the statement of his workmen or the announcement at the sale. His Honour Judge Samuel, K.C., held that the circumstances did not constitute an estoppel, and that the applicant was entitled to claim accordingly.

MOTORIST'S LIABILITY FOR FIRST £5.

In *Road Transport and General Insurance Co. Ltd.* v. *Lee*, recently heard at Grantham County Court, the claim was for £5, as the excess due under a policy of insurance. The defendant had been involved in an accident with a cyclist, who had claimed £10 damages and £2 costs. These amounts had been paid by the plaintiffs, but the defendant had refused to pay the first £5, for which he was liable under an endorsement on his policy. This had been added in consequence of three previous claims from the defendant in the previous twelve months. The defendant's case was that the accident was not his fault, and he had wished to counter-claim against the cyclist, but the plaintiffs had settled the case without his consent. The defendant had therefore incurred expenses of over £30, and he denied all liability under the policy. His Honour Judge Langman observed that the defendant, if he had any claim against the other party to the collision, should pursue it himself. Under the terms of the policy, the plaintiffs were entitled to compromise the cyclist's claim against the defendant, and, having done so, they were then entitled to claim the first £5 from him. Judgment was given accordingly for £5, payable at 10s. a month. Compare *Morley* v. *Moore* (1936), 80 Sol. J. 335.

Obituary.

Mr. H. HURRELL.

Mr. Henry Hurrell, LL.B., Barrister-at-Law, of Pump-court, Temple, died at Paignton on Monday, 25th May, at the age of eighty-seven. Mr. Hurrell, who was called to the Bar by the Inner Temple in 1873, practised on the Western Circuit, the Middlesex and North London Sessions and at the Central Criminal Court.

Mr. M. POTTER.

Mr. Mark Potter, Barrister-at-Law, of Old-square, Lincoln's Inn, died on Saturday, 23rd May. Mr. Potter was called to the Bar by Lincoln's Inn in 1885.

Mr. W. H. JACKSON.

Mr. William Herbert Jackson, solicitor, head of the firm of Messrs. Riley & Jackson, of Halifax, died recently at the age of sixty-one. Mr. Jackson was admitted a solicitor in 1896.

Mr. A. C. LOCKWOOD.

Mr. Arthur Carden Lockwood, solicitor, of Chester, died recently at the age of seventy-four. Mr. Lockwood was admitted a solicitor in 1887.

Mr. H. RODDAM.

Mr. Hugh Roddam, solicitor, a partner in the firm of Messrs. Proud, Robinson & Roddam, of Bishop Auckland, died at Darlington on Friday, 22nd May. Mr. Roddam was admitted a solicitor in 1886.

Mr. William Munro Tapp, LL.D., solicitor, of St. James's Park, S.W., left estate of the gross value of £201,068, with net personalty £157,452. He left the residue of the property upon trust for founding scholarships and fellowships for undergraduates and graduate members of Gonville and Caius College, Cambridge, so that no less than half shall be applied for the encouragement of the study and teaching of law and jurisprudence.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, are responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Construction of New Road.

Q. 3310. A builder has had plans for the erection of houses passed by a local authority, and is just commencing building operations on the land. The layout of the estate provides for his having to make a road, and the Highways Committee have submitted to the builder a form of application to be allowed to drain, pave, flag and otherwise complete the intended road under the supervision of and to the satisfaction of the borough surveyor, and to comply with certain regulations specified in the schedule to the application form. The regulations in the schedule provide for the user of expensive building materials, and would make the cost of the road very heavy, whereas the builder is prepared to use other materials and at the same time to comply with the bye-laws so that the ultimate cost of the road would be much cheaper to him. The council, however, have intimated that unless he signs the above form and fulfils their requirements they will refuse to adopt the road after it has been completed, and there is also the suggestion that they will refuse to allow him to commence building operations until he fulfils their requirements, i.e., the road.

(*a*) Can the local authority prevent the builder from commencing building operations in connection with the houses, until the road is made, or until he agrees to sign the above form ? We cannot see anything in the bye-laws which enables them so to do.

(*b*) So long as the bye-laws are adhered to, in respect of the construction of the road, can the builder proceed with the making of the road in his own way ?

(*c*) Can any steps be taken to compel the local authority to adopt the road at a later stage ?

(*d*) The sections and plans in connection with the proposed road have not been passed by the council, although they comply in every respect with the bye-laws. Can the council be compelled to pass them, and if so, by what means ?

A. (*a*) The local authority have no such power.

(*b*) Yes, any additional requirement is *ultra vires*.

(*c*) The local authority can be compelled to adopt the road, at a later stage, under the Private Street Works Act, 1892, s. 20; the Public Health Act Amendment Act, 1907, s. 19 (4); and the Public Health Act, 1925, s. 82. The first and third of the above sections contain the proviso: "All such works being done to the satisfaction of the local authority." This only means that the bye-laws must be complied with, and confers no arbitrary right of refusal to adopt the roads.

(*d*) Proceedings can be taken by way of *mandamus*.

Vendor and Purchaser—Whether Purchaser can insist upon the Vacation of a Mortgage in lieu of the concurrence of the Mortgagee in his Conveyance.

Q. 3311. We act on behalf of the vendor of two freehold properties, which he has agreed to sell free from encumbrances. Each of the two properties is mortgaged, and the abstract of title delivered by the vendor shows the mortgages as still subsisting. It was the vendor's intention that the two mortgagees, for whom we also act, should join in the conveyance to the purchaser, but the purchaser's solicitors require these mortgages to be paid off and discharged by statutory receipt before the date of completion, and state they wish to take a "clean conveyance." The vendor, on the other hand, does not wish to adopt this course, as it would render him liable for stamp duties and costs in respect of the statutory receipts, and would be more costly than if the mortgagees joined in the conveyance. Is the purchaser entitled to insist on the mortgages being discharged by statutory receipts as indicated, or can the vendor require the purchaser to take his conveyance with the mortgagees joining in to release the properties being conveyed. If you can refer us to authorities, we shall be obliged.

A. We do not think that the purchaser is entitled to the discharge of the mortgages in any particular manner. In our opinion the vendor has discharged his obligations in connection with the form of assurance to the purchaser when he has indicated that he (with the concurrence of his mortgagees who are willing to concur) is in a position to assure to the purchaser the interests the subject of the sale. We are not aware of any authority directly in point.

Recovery of Deposit.

Q. 3312. E D is agent for X trading as A B & Co. X is not registered under the Business Names Act, 1916. E D negotiates a sale of the business of A B & Co. and secures a deposit from the purchaser P. Subsequently, P discovers that X owns the business, but that he is not registered. He refuses to complete the purchase. X sells the business elsewhere.

(1) Can P sue E D for the return of the deposit ?

(2) If so, can E D claim to be indemnified by X ?

(3) It is contended by P that E D was acting for an undisclosed principal. Is this correct ?

It is submitted that, although the contract between P and X could not have been enforced by X until he had registered, yet it was a valid contract, and that therefore the deposit cannot be recovered.

A. The non-registration was no justification for the refusal to complete. The disabilities under the Act were personal to X, and would not have attached to the business, after the sale to P, if he had registered himself. Therefore:

(1) P cannot sue E D for the return of the deposit, which was forfeited by P's own default.

(2) This does not arise.

(3) This is a question of fact. If E D is carrying on business as a "business transfer agent," it is possible that he disclosed the name of X or A B & Co. from the outset.

The last submission in the question is correct.

Title to Prehistoric Ornament.

Q. 3313. A client informs me that a flint of a particular shape, which it is said in prehistoric times was worn as a charm, has been found by a boy on property of which my client is the freeholder, but is let on lease, and it is alleged by the person with whom the flint has been deposited that as it is a "surface find" my client has no right to claim it. I am in ignorance whether the stone was actually found on the surface, and the circumstances in which the boy came to be on the property. Is my client entitled to claim the flint ?

A. The fact that the charm was a "surface find" does not disentitle the freeholder to claim the property. See *Elwes* v. *Brigg Gas Co.* (1886) 33 C.D. at p. 568. The leaseholder cannot claim the charm, and the questioner's client is entitled to it.

To-day and Yesterday.

Legal Calendar.

25 May.—On the 25th May, 1754, Thomas Clarke was appointed Master of the Rolls and knighted. He held the office for ten years.

26 May.—On the 26th May, 1809, Valentine Jones, formerly Commissary-General in the West Indies and Superintendent and Director of Army Provisions, was tried in the King's Bench before Lord Chief Justice Ellenborough on a charge of making corrupt profits. Under the fear of losing his contract, a West Indian merchant had agreed to let him have half the profits arising from it, and there was evidence that his illegal gains amounted to over £300,000. He was convicted, and three years' imprisonment does not seem an unduly heavy sentence for years of systematic fraud.

27 May.—On the 27th May, 1848, John Mitchell, having been convicted in Dublin in respect of the inflammatory articles published by him in his paper "The United Irishman," came up for sentence. One of his milder pronouncements had been that "the only arguments the English Government will understand are the points of pikes," and that he hoped "to aid in enforcing the arguments practically." Mr. Baron Lefroy expressed his regret at seeing a person of his condition so convicted, but sentenced him to fourteen years' transportation.

28 May.—An Act of Parliament of the 28th May, 1821, abolished the jurisdiction of the macers of the Court of Session. This legal curiosity was described by Scott in one of his novels: "Scottish Legislature, for the joke's sake, I suppose, have constituted these men of no knowledge into a peculiar court for trying questions of relationship and descent . . . We have a practical remedy for this theoretical absurdity. One or two of the judges act upon such occasions as prompters and assessors to their own doorkeepers."

29 May.—In 1833, England was not far from armed insurrection. In May, there was a pitched battle between a body of police and a mob of two or three thousand people in Coldbath Fields, during which a constable was stabbed to death. At the inquest, the jury brought in a defiant verdict of justifiable homicide, on the ground that when the police charged their action was ferocious and brutal and quite unprovoked. On the 29th May, the Solicitor-General moved the Court of King's Bench for a writ of *certiorari* for the purpose of having the verdict quashed. The writ was granted and the verdict upset accordingly.

30 May.—On the 30th May, 1799, the Rev. Gilbert Wakefield was sentenced to two years' imprisonment for seditious libel. Grose, J., said: "You have given an invitation to sixty or seventy thousand of our enemies to invade this country in order that they might destroy all that is valuable in a well-regulated society, our laws, our religion, our property and our national liberty and security . . . You have attempted to dissuade your countrymen from opposing those monsters of iniquity . . . who have expelled their clergy, defiled the holy altars of their forefathers, dishonoured their God and murdered their king; you have even dared to recommend your countrymen not to oppose such destroyers of the human race, men who called out for a war of extermination against this country."

31 May.—It will be gathered that Grose, J., held conservative opinions and had a hearty dislike of the revolutionary French. He continued to administer justice almost to the end of the Napoleonic Wars, and had the satisfaction of living just long enough to see the Emperor banished to Elba. He died on the 31st May, 1814, being spared the shock which his constitution would have suffered at the return of the Eagles in 1815 and the Hundred Days. No doubt he would have been among the first advocates of St. Helena.

The Week's Personality.

Sir Thomas Clarke, who became Master of the Rolls and died worth £200,000, was the younger son of a poor carpenter in the slums of St. Giles's, Holborn, whose wife kept a pawnshop. Fortunately for him, Zachary Pearce, a future Bishop of Rochester, and at that time a rising young clergyman, took an interest in him and got him admitted to Westminster School, and afterwards to Trinity College, Cambridge. Later, when he had embraced a legal career and become a member of Gray's Inn, he did him an even better turn, introducing him to his own patron, Lord Macclesfield, the ex-Lord Chancellor. This gave him an excellent start in his profession and led him eventually to the place of Master of the Rolls. He is said to have refused the Chancellorship on the resignation of his friend, Lord Hardwicke. His "ebony face" and his knowledge of the civil law rather than the common law have been perpetuated in the lines of the "Causidicade." When he died he was buried in the Rolls Chapel. The great fortune that he had amassed by his professional efforts he bequeathed, as to the greater part, to the grandson of his benefactor Lord Macclesfield, an example of rare gratitude to one who had been dead for more than forty years.

Oriental Oaths.

At Enfield Police Court recently, some difficulty was experienced in taking the evidence of a young Indian Moslem, since no Koran could be found on which to swear him, and the chairman pointed out that it would be no use trying to get one at the public library, as a translation would not do. Yet in the case of a similar dilemma, the Brighton Public Library, not long ago, was able to come to the rescue in splendid style, producing a Koran found in the private apartments of the King of Delhi when the city was recaptured from the mutineers in 1857. The swearing of a Hindu, however, once proved too difficult a task for the officials at the Brighton Police Court. Having called in a beach inspector who happened to speak Hindustani, they were given to understand that the Hindu oath was taken facing the Ganges, with a hand held over the head. As, however, no one was quite sure where the Ganges lay with relation to the witness box, it was arranged that the witness should promise "to tell no lies while facing the Ganges."

A Notable Bray.

I have often before remarked how legal anecdote repeats itself, and the recent book by the late Mr. Justice Avory's clerk provides another instance in the form of a retort said to have been made at the Bury St. Edmunds Assizes by Serjeant Ballantyne to Willes, J. A donkey, we are told, had brayed outside, and the judge had interrupted the learned leader with, "Stop, brother, one at a time, please," receiving the reply, "I beg your lordship's pardon, I was not aware that your lordship was giving judgment." Now that incident bears a strong family likeness to one in which Lord Norbury, one of the most notorious of judicial humorists, and a barrister named Parsons figured. "One at a time, gentlemen, please," said the judge, as the donkey's bray rang through the court in the middle of learned counsel's speech. He then forgot all about his own joke, for when in the middle of his summing-up the donkey brayed again, he started exclaiming: "What's that? What noise is that?" "It's only the echo of the court, my lord," replied Parsons.

The Minister of Health announces with much regret that he has received the resignation of Sir L. Amherst Selby-Bigge, Bart., K.C.B., J.P., from the chairmanship of the committee which was appointed in July, 1933, to consider and report on the questions of the capital cost of construction, and the annual cost of maintenance of hospitals and other public buildings provided by local authorities. The Minister has now appointed Mr. Adam Maitland, M.P., to be Chairman of the committee in place of Sir Amherst Selby-Bigge.

Notes of Cases.

House of Lords.

London & North Eastern Railway Co. *v.* North Riding County Council.

Lord Blanesburgh, Lord Russell of Killowen, Lord Macmillan and Lord Maugham. 10th February, 1936.

RAILWAYS — ROADS CARRIED OVER TRACK BY BRIDGES — OBLIGATION ON RAILWAY COMPANY TO MAINTAIN — GREAT NORTH OF ENGLAND RAILWAY ACT, 1837 (1 Vict. c. cii), ss. 31, 33, 35; RAILWAY CLAUSES CONSOLIDATION ACT, 1845 (8 & 9 Vict. c. 20), s. 46.

Appeal by the railway company from an order of the Court of Appeal affirming a decision of Luxmoore, J.

By a private Act passed in 1837, the predecessors of the appellant company were empowered to construct a railway passing through the North Riding of Yorkshire. The railway, powers, privileges and obligations of their predecessors all passed to the appellant company, the old railway being now a part of the appellants' main line. In 1836, an analogous Act was passed with reference to a railway in Derbyshire, which, in a similar manner, subsequently passed to the Midland Railway. It contained provisions with reference to the maintenance of bridges over roads in Derbyshire which the railway intersected. In *Attorney-General* v. *Midland Railway* (1908-1909), 99 L.T. 961; 100 L.T. 866, the question was raised whether the Midland Railway was, under the Act of 1836, made liable for the maintenance and repair of a turnpike road carried by a bridge over the railway. Parker, J., and the Court of Appeal held the railway company liable for the repairs and maintenance. The present case was disposed of by Luxmoore, J., and the Court of Appeal, on the footing that it was in those courts concluded by the *Midland Railway Case, supra*. The present appeal was regarded as one from the decision in that case. The road in question was carried over the appellants' railway line by the Zetland Bridge and its approaches, the road carried by the bridge being not a turnpike but of the class "other public highways." By s. 31 of the Act of 1837, wherever an intersection of road and railway took place, the necessary bridge was to be constructed at the expense of the railway company. Section 33 provided for the carrying of a turnpike road over the railway and for the subsequent maintenance of the road. Section 35 provided for the carrying of other public roads by bridges and laid down constructional requirements in respect of roads to be built over the bridges. No express words in the sections imposed any obligation on the company to maintain anything which it was by the statute required to construct.

LORD BLANESBURGH said that the case was concluded against the appellants on s. 31 by two circumstances: (1) In *Lancashire & Yorkshire Railway Co.* v. *Mayor, etc., of Bury* (1889), 14 App. Cas. 417, it was decided that, in the first words of s. 46 of the Railway Clauses Consolidation Act, 1845 (words in substance equivalent to those of s. 31 of the Act of 1837), the word "bridge" included the highway over it; (2) the company admitted that the original company were bound under the Act to construct Zetland Bridge with the defined road and further to maintain the bridge and keep it in repair. The *Midland Railway Case, supra*, would not, however, be sufficient for the respondents apart from that admission, for the obligation to maintain, as distinct from the obligation to construct, had in that case been founded on the second portion of s. 46 of the Act of 1845, which portion had no counterpart in s. 31 of the Act of 1837. The equivalent of that provision was supplied by the appellants' admission in the present case. The express terms of s. 46 did, however, his lordship thought, find their counterpart in s. 35 of the Act of 1837. He could not read s. 35 as merely a section specifying requisites of construction. He read it as imposing an obligation to construct as therein prescribed and to *continue* the works so constructed. In the *Midland Railway Case, supra*, both courts had reached their conclusion on s. 73 of the Act of 1836, which corresponded with s. 35 of the Act of 1837. That had been because the equivalent in the Act of 1836 of s. 31 of the Act of 1837 did not apply to turnpikes and the road in question in the *Midland Railway Case* had been a turnpike. Section 73 did apply to turnpikes. The present case against the appellants, when s. 31 of the Act of 1837 could also be invoked against them, was an *a fortiori* case. The appeal failed.

LORD RUSSELL OF KILLOWEN, while agreeing that the appeal should be dismissed, said that his opinion was not based on s. 35 of the Act of 1837 or on the judgments in the *Midland Railway Case, supra*. He had grave difficulty in assenting to the view that s. 35 of the Act of 1837, or the corresponding section in the Act of 1836, could be construed as imposing an obligation on the railway company to keep the road in repair. The sections were, in his opinion, dimensional provisions imposing the obligation only if continuing the width of the road. It was unnecessary to decide that point, because he agreed that s. 31 of the Act of 1837 was conclusive of the case.

COUNSEL: *Gavin Simonds*, K.C., *R. Evershed*, K.C., and *A. Andrewes-Uthwatt*, for the appellants; *A. Grant*, K.C., and *Wilfrid Hunt*, for the respondents.

SOLICITORS: *I. B. Pritchard; Lambert & Hale*, agents for *Hubert G. Thornley*, Northallerton.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Court of Appeal.

de Normanville *v.* Hereford Times Limited.

Slesser and Romer, L.JJ., and Finlay, J. 18th and 19th May, 1936.

DEFAMATION — PUBLIC MEETING — NEWSPAPER REPORT — WORDS USED — ALTERATION BY EDITOR — ABSENCE OF MALICE — WHETHER FAIR AND ACCURATE REPORT — LAW OF LIBEL AMENDMENT ACT, 1888 (51 & 52 Vict., c. 64), s. 4.

Appeal from a decision of Macnaghten, J. (79 SOL. J. 796).

The plaintiff was a member of the Hereford City Council and a leader of the Citizens' Party, by which certain candidates were nominated on a poll for the election of members. A short time before the election, two of these candidates issued a fly-sheet containing addresses previously delivered by them. On the front was a notice of a meeting at which the plaintiff was to speak, and on the back (*inter alia*) words to the effect that Mrs. L. and Mr. B., two Conservative candidates, had opposed a grant by the Council of free milk to the children of unemployed workers. Just before the election the defendant newspaper published a letter from them denying the allegation. Mrs. L. was elected and afterwards a public meeting was held at which the chairman referred to the fly-sheet and was reported by the defendant newspaper to have said: "I want to refer publicly to Father de Normanville who had the audacity to give backing to that statement. It is a public disgrace to this city that a man who holds the position he does as the head of a responsible church should have the audacity to support a statement which is a lie." In fact the actual words used were that he had the audacity to sign his name to a statement which was a lie. The editor had altered the manuscript because he thought the chairman was referring to the fly-sheet and that the statement was not in accordance with the facts. In an action for libel, Macnaghten, J., held that the editor acted without malice and that the report was protected by the Law of Libel Amendment Act, 1888, s. 4.

SLESSER, L.J., dismissing the plaintiff's appeal, said that the effect of the alteration was that "give backing" and "support" were substituted for the word "sign." The alteration was a true paraphrase and the report was a fair and accurate report of the proceedings. It was protected by s. 4 of the Act. Further, the report was for the public benefit, as it was for the

public benefit in a democratic country that discussions, arguments and criticisms whereby popular government was carried on should be brought to the attention of electors and citizens.

ROMER, L.J., and FINLAY, J., agreed.

COUNSEL: *Lynskey*, K.C., and *A. Cockburn*; *Macaskie*, K.C., and *Engelbach*.

SOLICITORS: *Tucker, Turner & Co.*; *Stanley & Co.*, agents for *Thomas Alfred Matthews*, of Hereford.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.

Thorne *v.* Motor Trade Association.

Greer and Greene, L.JJ., and Talbot, J. 18th May, 1936.

TRADE UNION—ASSOCIATION OF MOTOR MANUFACTURERS—ENFORCEMENT OF RULE BY "STOP LIST"—AGREEMENT NOT TO INSERT NAME ON PAYMENT OF MONEY—LEGALITY.

Appeal from a decision of MacKinnon, J.

The Motor Trade Association laid down by r. 14 (1): "No member of the association shall supply . . . any trade goods . . . to . . . any person whose name is placed upon the stop list except under a contract already existing which the member is by law obliged to fulfil." Rule 15 (1) provided that in case of any breach by any member of r. 14 (1) the council should have power "to make an order that the name of such member . . . be placed upon the stop list unless within twenty-one days such member . . . pay to the association a fine within limits to be laid down by the council . . ." The plaintiff, being a member, claimed a declaration that r. 15 (1) in giving the council power to place a member on the "stop list" unless he paid a stipulated fine was illegal and/or *ultra vires*, having regard to the status and objects of the association. MacKinnon, J., gave judgment for the defendants. Counsel for the appellant said that the question arose from the divergence of view between the Court of Appeal in *Hardie and Lane Ltd.* v. *Chilton* [1928] 2 K.B. 306, and the Court of Criminal Appeal in *R.* v. *Denyer* [1926] 2 K.B. 258.

GREER, L.J., dismissing the appeal, said that the point at issue had already been decided in *Hardie & Lane Ltd.* v. *Chilton*, *supra*. [Leave was given to appeal to the House of Lords.]

COUNSEL: *Laski*, K.C., and *R. Hurst*; *Sir William Jowitt*, K.C., and *H. Levy*.

SOLICITORS: *Nicholson, Graham & Jones*; *Michael Abrahams, Sons & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Appeals from County Courts.

Leeson *v.* Leeson.

Greer and Greene, L.JJ., and Talbot, J. 24th April, 1936.

CONTRACT — BREACH — PAYMENT — APPROPRIATION — COMMUNICATION OF INTENTION TO DEBTOR—EVIDENCE.

Appeal from Rugby County Court.

Before the 27th March, 1933, the plaintiff had separated from her husband, the defendant, under an oral agreement whereby he agreed to pay her £3 a week for the maintenance of herself and the child of the marriage, Barry. By a written agreement entered into on the 27th March, 1933, £300 was payable to the plaintiff by the defendant, by weekly instalments of £2, in respect of certain premises belonging jointly to the parties. It was provided that on failure to pay any instalment, the defendant should become liable to pay forthwith the balance then due. Thereafter, the defendant sent the plaintiff £5 a week. On the 22nd March, 1935, the plaintiff was granted a decree *nisi* for the dissolution of the marriage, which was subsequently made absolute. After that date the defendant sent the full £5 for one week, but from the 2nd April sent only £3. The plaintiff thereupon brought an action to recover the balance due under the written agreement. The defendant pleaded that he had appropriated payment of £3 as to £2 in respect of the weekly instalment due under that agreement and £1 for the maintenance of the child. At the trial the plaintiff, having proved the agreement and the diminished payments which, she said, showed failure to pay the weekly instalments of £2 due thereunder, denied in cross-examination that in the envelope containing the cheque sent on the 2nd April, 1935, any slip of paper was enclosed. The defendant, in his evidence, said that in the envelope in question he had inserted a slip of paper with the words: "This is for the house and Barry." He had sent £3 only, having been advised by his counsel in the Divorce Court that after the decree *nisi* he was no longer liable to make the weekly payments of £2 under the separation agreement. The slip was not produced in court, and the plaintiff had not been given notice to produce it, but the learned county court judge admitted secondary evidence as to its contents. He accepted the defendant's evidence and also said that he believed the plaintiff, inasmuch as she might have destroyed the envelope without noticing the slip. He gave judgment for the defendant, holding that he had appropriated the payment as he contended and further said that had there been no slip he would still have considered that the payment had been so appropriated, having regard to the legal advice which the defendant had received. He also said that he was not satisfied that the decree *nisi* had put an end to the oral agreement.

GREER, L.J., allowing the plaintiff's appeal, said that if the slip had been proved it might have been contended successfully that there had been an appropriation of the payment, but the learned judge was wrong in receiving secondary evidence of its contents. He was also wrong in holding that the fact that the defendant intended to appropriate the payment of £3 to the instalment was enough to support an appropriation. There must be more than an intention uncommunicated to the debtor. There must be notice express or implied.

GREENE, L.J., and TALBOT, J., agreed.

COUNSEL: *McIntyre*; *Eaden*.

SOLICITORS: *Lawrence & Mavro*; *Thomas Coates & Co.*, Birmingham.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Morley *v.* Moore.

Merriman, P., Scott, L.J., and Eve, J. 27th and 28th April, 1936.

INSURANCE—MOTOR CAR—"KNOCK FOR KNOCK" AGREEMENT—INSURED PAID DAMAGE BY HIS COMPANY LESS £5—CLAIM FOR WHOLE AGAINST WRONGDOER—WHETHER RECOVERABLE.

Appeal from Bromley County Court.

The plaintiff claimed £33 2s. 8d. in respect of damage done to his motor car in a collision with the defendant's motor car. His insurance company had paid him £28 2s. 8d. only, there being a clause in his policy that he was his own insurer for the first £5 of the damage caused to his car by an accident. The defendant also was insured and there was a "knock for knock" agreement between the two companies, each company paying their own insured his loss and discouraging him from bringing actions against the other party. In spite of a direction from his own insurance company that they did not want him to claim the £28 2s. 8d. which they had paid him, the plaintiff claimed the whole £33 2s. 8d. The learned county court judge gave judgment for the amount claimed.

MERRIMAN, P., dismissing the defendant's appeal, said that the mere fact that the plaintiff's insurance company had indemnified him could not be taken advantage of by the wrongdoer, but it was argued where a person had a right to receive money as a trustee and the *cestui que trust* (here the insurance company) had made it clear that they did not want him to exercise the right, no cause of action arose. There was no fresh contract between the insurance company and

the plaintiff disabling him from suing the wrongdoer, but it was argued that the right to give directions not to claim against the other party sprang from the relation of insurer and insured under the contract of insurance. But the plaintiff had a contractual right against the company and a common law right against the wrongdoer. Though insurance companies were entitled to be subrogated to the rights of the insured in respect of the particular loss they had paid, they could not forbid the insured from exercising his common law right.

SCOTT, L.J., and EVE, J., agreed.

COUNSEL: *Soskice; R. Hillard.*

SOLICITORS: *Frederick W. Pope; Bishop & Fenton-Jones.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Morgan *v.* **Cullen.**

Merriman, P., Scott, L.J., and Eve, J. 6th May, 1936.

COUNTY COURT—REFERENCE TO REGISTRAR—NO CONSENT OF PARTIES—JURISDICTION—COUNTY COURTS ACT, 1919 (9 & 10 Geo. 5, c. 73), s. 6—COUNTY COURTS (AMENDMENT) ACT, 1934 (24 & 25 Geo. 5, c. 17), s. 20.

Appeal from Lambeth County Court.

The plaintiff brought an action against the defendants for recovery of possession of certain premises and for arrears of rent and mesne profits, and another action for £49 10s., being the price of milk sold and delivered to them. In both he relied on an alleged oral agreement with the defendants relating to a milk business carried on at the premises whereby they were to act as managers for him, residing on the premises, paying him £1 a week as his share of the profits and buying all milk from him at the current price, less 2d. a gallon. The two actions were not consolidated, but were placed together in the list and were referred by the learned county court judge to the registrar for inquiry and report. The inquiry having been held, the judge considered the report, and having held that there was no agreement gave judgment for the defendants, with costs.

MERRIMAN, P., allowing the plaintiff's appeal, said that this was not a reference of a question in an action, but of the matter itself. The judge could refer any matter to the registrar with the consent of the parties (County Courts Act, 1919, s. 6; County Courts (Amendment) Act, 1934, s. 20). But this could not be done without the consent of the parties, except in the special cases provided in s. 20 of the 1934 Act. Here there was no agreement. The proceedings were a nullity and the case must go back to the judge with a direction himself to hear and determine the issues.

SCOTT, L.J., and EVE, J., agreed.

COUNSEL: *Lloyd-Jones; Cloutman.*

SOLICITORS: *T. D. Jones & Co.; E. A. Mathew.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re **Ogus.**

Farwell, J. 27th April, 1936.

BANKRUPTCY—PRACTICE—PARTIES COMING TO TERMS—RESOLUTION BY COMMITTEE OF INSPECTION—EVIDENCE—BANKRUPTCY ACT, 1914 (4 & 5 Geo. 5, c. 59), ss. 20, 56—BANKRUPTCY RULES, 1915, r. 360.

On an application for the adjournment till next bankruptcy motion day of a motion in bankruptcy against the rejection of a proof, the reason given was that subject to the approval of the court and of the committee of inspection, which as yet had not been obtained, the parties had come to terms, and it was desirable to lay a formal scheme before them.

FARWELL, J., said that the permission of the committee of inspection must be obtained (Bankruptcy Act, 1914, s. 56), and for that purpose there must be a meeting of the committee who could only act by a majority of their number present at the meeting: they must pass a resolution by a majority embodying the terms of the settlement (s. 20 (2) and (3)). That resolution must be entered in the "Record Book" by the Official Receiver or the trustee in bankruptcy (Bankruptcy Rules, 1915, r. 360). A copy of the resolution as it appeared in the "Record Book" certified as a true copy by the Official Receiver or the trustee must be produced to the court before leave to withdraw the motion was granted.

COUNSEL: *Roxburgh*, K.C., and *Raeburn*; *Parry*, K.C., and *H. Infield.*

SOLICITORS: *Rehder & Higgs*; *S. Rutter & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Minnevitch *v.* **Cafe de Paris (Londres) Ltd.**

Macnaghten, J. 6th March, 1936.

CONTRACT—ENGAGEMENT OF BAND TO PLAY AT RESTAURANT—DAYS OF NATIONAL MOURNING—RESTAURANT CLOSED—WHETHER REFUSAL OF RESTAURANT PROPRIETORS TO PERMIT PERFORMANCES REASONABLE—"NO PLAY, NO PAY" CLAUSE—WHETHER PROPRIETOR OF BAND ENTITLED TO REMUNERATION UNDER CONTRACT.

Action for remuneration under a contract of service.

The plaintiff, with his band, was engaged by the defendants, under a contract containing a "no play, no pay" clause, to play at the defendants' restaurant daily for four weeks and three days from the 26th December, 1935. That period expired on the 25th January, 1936. On the 20th January, owing to the illness of King George V, the restaurant was closed, and it subsequently remained closed until after the King's funeral. The plaintiff accordingly was unable to play for the last six days of the period of the contract, but now claimed remuneration in respect of those days. For the defendants it was contended that the "No play, no pay" clause entitled them to forbid the plaintiff to play if they had a valid excuse for doing so, and that the national emergency and mourning constituted such an excuse. For the plaintiff it was contended that the material clause meant that the plaintiff should not be paid if he refused to play.

MACNAGHTEN, J., said that it was plain that the contract, while it imposed on the plaintiff an implied obligation to attend at the restaurant with his band at the appointed times, also imposed on the defendants an implied obligation to permit the plaintiff to give his performance, unless they had a just and reasonable excuse for not doing so. The defendants contended that they had. They said that restaurants of a similar character ceased giving performances like the plaintiff's, and that they, the defendants, were following a practice which prevailed throughout the West End of London. Even if that were so, it afforded no answer to the plaintiff's claim. This case, however, depended only on whether the defendants were justified in refusing to allow the plaintiff and his band to perform on the days in question. With regard to the 20th January, the defendants, in his (his lordship's) opinion, were so justified. On that day, it was, through no fault of theirs, as impossible for them to keep their restaurant open as if it had been destroyed by fire or access to it had otherwise been rendered impossible. The defendants' implied obligation to admit the plaintiff for the purpose of his giving his performance was qualified by the further implication that it must be possible to perform that obligation. On the 20th it was not reasonably possible to allow the performance to be given. On the 21st, the Tuesday, the position was more doubtful, although it was admitted that on that night all places of entertainment in London were closed. Those likely to visit the restaurant were mainly persons who had been to West End theatres, and, when such persons were not available, it was reasonable to close the restaurant. The defendants were accordingly justified with regard to the 21st. On the

remaining four nights, however, all theatres and places of entertainment had been open and there was no justification for refusing to allow the plaintiffs to perform. Admittedly the state of public feeling was such that it was unlikely that many people would attend, and the defendants would naturally wish to reduce expenses as far as possible. That, however, did not concern the plaintiff, who was ready and willing to perform on occasions when entertainments were in fact taking place throughout the West End. The plaintiff was entitled to be paid in respect of those four nights and there would be judgment in his favour accordingly.

COUNSEL: *Theobald Mathew*, for the plaintiff; *A. T. Denning*, for the defendants.

SOLICITORS: *Theodore Goddard & Co.*; *Fladgate & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

R. *v.* **Minister of Health; Villiers,** *ex parte.*

Lord Hewart, C.J., du Parcq and Goddard, JJ.
23rd, 24th and 30th March, 1936.

HOUSING—LONDON OPEN SPACES—SPECIAL ACT—POWERS GRANTED TO COUNTY COUNCIL TO EXCHANGE LANDS FOR ADJOINING LANDS—PROPOSAL TO EXCHANGE FOR LANDS NOT ADJOINING—POWERS GRANTED BY LATER GENERAL ACT—*Generalia Specialibus non Derogant*—PROHIBITION TO MINISTER—WHETHER WRIT LIES—LONDON OPEN SPACES ACT, 1893 (56 & 57 Vict., c. lxxi), ss. 5, 12—HOUSING ACT, 1925 (15 & 16 Geo. 5, c. 14), ss. 65, 103, 120 (1).

Rule *nisi* for prohibition granted on the 4th December, 1935, at the instance of one, Villiers, calling on the Minister of Health to show cause why a writ of prohibition should not issue prohibiting him from (*a*) consenting to the appropriation by the London County Council of a portion of Hackney Marshes; (*b*) issuing his certificate under section 103 (1) of the Housing Act, 1925, approving the giving in exchange for such portion of Hackney Marshes an area of land at Chigwell, and (*c*) holding a public local inquiry in relation to those matters under section 103 (2) of the Housing Act, 1925. The rule was granted on the grounds (1) that by virtue of the London Open Spaces Act, 1893, Hackney Marshes must be held and maintained by the London County Council (subject to the express provisions of that Act), as and for an open space for the perpetual use thereof by the public for recreation; (2) that the London County Council had no power to appropriate any part of Hackney Marshes for housing purposes under Part III of the Housing Act, 1925, and therefore the Minister of Health had no power to consent to that appropriation; (3) that the site at Chigwell did not adjoin Hackney Marshes; (4) that the proposed public local inquiry involved consideration of proposals which the Minister had no power to entertain; (5) that the resolution of the London County Council dated 31st July, 1935, was not an order within the meaning of the Housing Act, 1925, and that it did not comply with the provisions of that Act, and that the Minister consequently had no jurisdiction to grant a certificate under s. 103 of that Act; and (6) that the proposal to appropriate the site at Chigwell for the purposes of the Open Spaces Act was *ultra vires* the London County Council, or was not in conformity with s. 103 of the Housing Act, 1925. By the London Open Spaces Act, 1893, Hackney Marshes were vested absolutely in the London County Council in fee simple, freed from all rights, titles and interests whatsoever, as and for an open space for the perpetual use thereof by the public for exercise and recreation, and were accordingly to be maintained and preserved by the Council as such. By s. 12, the Council might from time to time by agreement exchange any lands forming part of the marshes for any other lands adjoining, which the Council might think it desirable to substitute for any of the first-mentioned lands. The marshes were Lammas lands forming part of the Manor of Lords Hold, Hackney, and were bought from the owners in fee by the Council out of money provided, as to half by subscriptions, and as to the other half by the Council, the commoners also receiving a sum of money for the surrender of their rights. The marshes had, since 1893, been used as playing fields, no charge being made for the use of the 30 acres which formed the subject-matter of these proceedings. In July, 1935, the Council decided to apply to the Minister for his consent to the appropriation by them for a housing scheme of the 30 acres in question, offering in exchange land at Chigwell some 7 miles away. The Council selected the marshes for their scheme because it was impossible to find any alternative site in the district. *Cur. adv. vult.*

LORD HEWART, C.J., who read the judgment of the court, said that the principal question for determination was whether the Housing Act, 1925, permitted this course to be taken, in spite of the obligation imposed on the Council by the Act of 1893 to maintain the marshes as an open space. In showing cause for the Minister, the Attorney-General had left that question for argument by counsel for the London County Council, and had dealt with only two subsidiary matters. His first submission was that this case went beyond the previous cases in which it has been held that prohibition would lie to a Minister or Government Department. The court, however, was of opinion that this case came exactly within the judgment of the Court of Appeal in *Rex* v. *Electricity Commissioners* [1924] 1 K.B. 171, and was indistinguishable in principle from that case. The Act of 1925 was, as its title showed, a consolidating Act. It repealed, with one immaterial exception, the whole of the Housing of the Working Classes Act, 1890, and also Parts I and IV of the Housing, Town Planning, etc., Act, 1909, so far as it related to housing. The provisions of the repealed Acts were re-enacted practically verbatim. The position accordingly remained exactly as it was before the Act of 1925 was passed. It was obviously intended by the Act of 1893 to put Hackney Marshes in an exceptional position by contrast with other lands vested in the Council, which they could, if they desired, appropriate for housing. The Acts of 1890 and 1909 had not applied to Hackney Marshes, and a statute which repealed and re-enacted the provisions of an earlier Act could not have the effect of repealing an intermediate enactment (*Morrisse* v. *The Royal British Bank* (1 C.B. (N.S.) 86)). Moreover, the Act of 1893 was a special Act dealing with Hackney Marshes in a special and quite peculiar way. The maxim *generalia specialibus non derogant* applied, and the Act of 1893 could not be deemed to be affected by the subsequent general Act of 1925. The rule must accordingly be made absolute and a writ of prohibition must issue.

COUNSEL: *The Attorney-General* (Sir Donald Somervell, K.C.) and *Valentine Holmes* showed cause for the Minister of Health; *Sir William Jowitt*, K.C., and *H. G. Robertson* for the London County Council; *Sir Patrick Hastings*, K.C., *Trustram Eve*, K.C., and *J. P. Ashworth* in support.

SOLICITORS: *The Solicitor, Ministry of Health*; *J. R. Howard Roberts*, solicitor to the London County Council; *Slaughter & May.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Stott *v.* **Harry Green Ltd.**

Lord Hewart, C.J., Humphreys and du Parcq, JJ.
19th May, 1936.

MERCHANDISE MARKS—FALSE TRADE DESCRIPTION—SOAP DESCRIBED BY NAME OF CHEMICAL THEREIN—ABSENCE OF RECOGNISED STANDARD PRESCRIBING NECESSARY QUANTITY OF CHEMICAL—AMOUNT OF CHEMICAL IN SOAP LESS THAN THAT CERTIFIED BY PUBLIC ANALYST AS JUSTIFYING DESCRIPTION—WHETHER OFFENCE COMMITTED—MERCHANDISE MARKS ACT, 1887 (50 & 51 Vict. c. 28).

Appeal by case stated from a decision of a Salford stipendiary magistrate.

An information was preferred by the appellant, Stott, against the respondents alleging that they, in September, 1935, unlawfully applied the false description "Lysol Soap" to certain soap contrary to s. 2 (1) of the Merchandise Marks Act, 1887. The following facts were proved or admitted: The respondents were manufacturers of the soap in question. In March, 1935, they sold a quantity of the soap to a soap chandler, knowing that he intended to re-sell it to a retailer. In September, 1935, part of that quantity of the soap was sold by the chandler to one Henshaw, a retailer. In the same month, the appellant saw in the window of Henshaw's shop a number of packages of the soap purporting, by the description printed on them, to contain tablets of Lysol Soap. The description contained, *inter alia*, the following words: ". . . Medicated Lysol Soap . . . Destroys germs and disease. Antiseptic . . ." The appellant entered the shop, bought three tablets of the soap, then and there marked and sealed each tablet, giving one to the shop assistant and retaining two, and informed him that the tablets would be analysed by the public analyst. In due course the public analyst gave a certificate that in his opinion the sample submitted to him was falsely described, since it contained no Lysol or cresols, and that Lysol soap should contain not less than 2 per cent. of Lysol. In fact, the soap contained the equivalent of ·2 per cent. of Lysol. Other ingredients of the soap, besides Lysol, were antiseptic if applied in sufficient quantities. It was contended for the appellant that the soap contained so infinitesimal a quantity of Lysol as to be valueless for any of the purposes for which Lysol is generally used, and that the use of the term "Lysol" in describing the soap was misleading; that the court had power under legal decisions under the Food and Drugs Acts, where a standard of quality for an article of food or drug had not been fixed, to fix a standard on the evidence then submitted, and that an analogous power existed under the Merchandise Marks Act, 1887; and that the standard should in this case be fixed at 2 per cent. of Lysol. It was contended for the respondents that the soap was an antiseptic soap compounded to an honest formula with a Lysol base, and that it was properly described; that the soap was designed as a toilet soap, and that the percentage of Lysol was proper for that purpose; that the court had no power under the Act of 1887 to fix a standard in the present case; and that there was no evidence on which it could do so. The magistrate was of opinion that there was no recognised standard for the soap, and that he was not entitled to fix one, and that, as long as the soap contained any Lysol, he was unable to convict. He accordingly dismissed the information.

LORD HEWART, C.J., said that the appeals ought to be allowed. The magistrate's conclusion that, as long as the soap contained any Lysol, he was not entitled to convict, meant in other words that so long as a minute quantity of Lysol could be found in all the so-called Lysol soap in the world, there was no false trade description. That was manifestly erroneous. The magistrate had thought himself driven to the conclusion, as a matter of law, that the only alternative before him was to do something which, through an unfortunate phrase used in certain cases, had been widely called "fixing a standard." All that that meant was that, where there was no recognised standard, the court must, in deciding whether an offence had been committed, expressly or by implication involve or refer to a standard. Here, the only evidence as to quantum was that provided by the certificate of the public analyst. The magistrate had said that, if he had the right to fix a standard, he would fix it as the 2 per cent. named by the analyst. If he meant by that that, if he was entitled to decide the matter on the evidence, that was the standard by which the soap might be tested, that conclusion was probably right. That was the only evidence which the magistrate had thought worth regarding. The proposition, however, that so long as the soap contained any Lysol the magistrate was not entitled to convict, was wrong. In his (his lordship's) opinion, the offence charged was made out, and the case must go back to the magistrate with a direction to find it proved.

HUMPHREYS and DU PARCQ, JJ., agreed.

COUNSEL: *W. Gorman*, K.C., and *Percy Butlin*, for the appellant; *R. M. Montgomery*, K.C., and *H. J. Phillimore*, for the respondents.

SOLICITORS: *H. H. Tomson*, Town Clerk, Salford; *Wingfields, Halse & Trustram.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Reed *v.* Cattermole (Inspector of Taxes).

Lawrence, J. 25th and 26th May, 1936.

REVENUE — INCOME TAX — BENEFICIAL OCCUPATION — MINISTER REQUIRED TO OCCUPY HOUSE PROVIDED BY CHURCH—RATES AND SCHEDULE A TAX PAID FOR HIM—WHETHER AMOUNT SO PAID PART OF EMOLUMENTS LIABLE TO TAX UNDER SCHED. E—INCOME TAX ACT, 1918 (8 & 9 Geo. 5, c. 40), Sched. E.

Appeal by The Rev. Joseph Reed, a Wesleyan Methodist minister, from a decision of the Special Commissioners of Income Tax confirming an assessment to income tax made upon him for the year 1934–35, under Sched. E in respect of his office as a minister, on the ground that the assessment included the amount of Sched. A tax, water rate and local rates charged on his manse and paid for him by the officials of his church.

The appellant was minister of the circuit of Redhill. The appointment required that he should live in the manse, although it was too large for his needs. He was allowed neither to sub-let, nor to make any profits out of his occupation of the manse. The circuit bore the cost of furnishing and decorating. It was contended for the appellant that his occupation of the manse was representative and not beneficial, and that the sum representing Sched. A tax and rates should be excluded from his assessment. The inspector of taxes contended (1) that the fact that the minister was assessed to Sched. A tax and was not able to pass on the burden by deduction against any other person was conclusive; (2) that the minister enjoyed beneficial occupation of the manse; and (3) that the tax and rates, having been paid for the appellant, formed part of the emoluments of his office. The Special Commissioners held that the appellant's occupation of the manse was beneficial, and that a sum equal to the Sched. A tax, together with the amounts of the water rate and local rates thereon, formed part of his emoluments for the purpose of assessment under Sched. E.

LAWRENCE, J., said that he was not prepared to take the simple course of holding that the question was one of fact. The matter was stated by way of a contention of law, the point being raised that the residence of the appellant in the house did not constitute beneficial occupation, but that the occupation was representative of the church or the conference or the circuit. Apart from the question being raised as a matter of law, he (his lordship) thought that on the facts as stated there was no evidence that the appellant had beneficial occupation of the manse. The real question to be decided was whether the appellant occupied the manse for the purpose of discharging the duty which he owed to those who employed him. Everyone would agree that, if an employee were asked by his employer to find a house in a particular locality, the beneficial occupation would be that of the employee, while, on the other hand, an employee, such as a policeman, who occupied part of the police station to enable him the better to perform his duty, had merely a representative occupation. It had been argued for the appellant that the real test was whether the occupation was a necessary part of the service. That reasoning

appeared to govern the decision in *Dobson* v. *Jones*, 5 Mann and G. 112, which was to be contrasted with *Smith* v. *Seghill*, L.R. 10, Q.B. 429, where a house was provided for a collier, but he was not compelled to live in it. In *Tennant* v. *Smith* [1892] A.C. 150, a bank agent of a Scottish bank was required to live at the bank. It was held that his occupation was not beneficial, some of the judges putting it on the ground that he could not sub-let or turn his rights over the premises into money, and others on the ground that the residence was in the interests of the employer. Later decisions showed that the first of those two grounds could not now be supported, and that the latter was the effective test. Applying the principle laid down in *Tennant* v. *Smith*, *supra*, and having regard to the fact that the appellant might have been turned out of the house by the church at a moment's notice, he (his lordship) was of opinion that the appellant had no beneficial occupation, and that the appeal must be allowed.

COUNSEL: *Cyril King*, for the appellant; *The Attorney-General* (Sir Donald Somervell, K.C.), and *R. P. Hills*, for the respondent.

SOLICITORS: *Butt & Bowyer*; *Solicitor of Inland Revenue.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

In re **Skeats**; **Thain** *v.* **Gibbs.**

In the report of this case at pp. 406–7 of last week's issue, it should have been stated that the husband had died in 1929, and not 1920 as printed.

For Table of Cases previously reported in current volume see page xvii of Advertisements.

Reviews.

A Treatise on Statute Law. By the late WILLIAM FEILDEN CRAIES, M.A. Fourth Edition. 1936. By WALTER S. SCOTT, K.C., LL.D. (T.C.D.), of Lincoln's Inn, Barrister-at-Law; also of the Bar of Alberta. Royal 8vo. pp. lv and (with Index) 568. London: Sweet & Maxwell, Ltd. £1 17s. 6d. net.

Rather more than a century ago, Sir William Scott, now better remembered under his title of Lord Stowell, said that "the subjects of this country are bound to construe rightly the statute law of the land; to aver in a court of justice that they have mistaken the law is a plea no court is at liberty to receive." As a legal proposition, this statement is incontestable, but it is hard doctrine all the same, bearing in mind the occasional vagaries of legislative expression. Any work, therefore, which, like that now under review, throws light upon the dark places of our statute literature is to be heartly welcomed. Under successive editors, and not least by the present one, this standard treatise has been enriched with a wealth of learning which has given it a value not only to him who consults it for professional edification—and, of course, it makes its primary appeal to him—but likewise to the student who wishes to trace the development through the centuries of the mode of authentication and citation of statutes, and such matters as the effect of marginal notes and punctuation. Of the fact that Parliament does odd things at times we are all fully conscious. On p. 180, for example, we are reminded of this by mention of the Married Women (Maintenance in Case of Desertion) Act, 1886, which has a marginal note as to custody of children which has obviously been left stranded, seeing that in the section to which it is attached there is no reference to children or their custody. While taking note of vagaries of this nature, the work is, of course, mainly concerned with the graver matters of rules of interpretation, where the meaning is plain, where it is not plain, what may be implied, and what sources of information outside a statute are admissible to elucidate its meaning. Later chapters deal with the effect and operation of statutes; and the special rules applicable in the case of penal, local, personal and private Acts. In the appendix there is a useful and interesting list of popular titles of Acts; and there are set out the Interpretation Act, 1889, the Statute of Westminster, 1931, the Royal and Parliamentary Titles Act, 1927, and a useful *precis* of the more important recommendations of the Committee on Ministers' powers on the subject of legislation. All the recent relevant cases appear to have been noted; we observe, however, a slip in the citation of *Lochgelly Iron & Coal Co.* v. *McMullan*, which is given in the Table of Cases as [1933] A.C., but correctly in the text as [1934] A.C. Perhaps the "Henry VIII Clause," mentioned in Appendix D might, for the benefit of younger students, have been given an explanatory note. That, however, is a small matter. We can cordially commend this new edition.

The Municipal Year Book, 1936. Edited by JAMES FORBES. London: The Municipal Journal Ltd. 30s. net.

The new edition of "The Municipal Year Book and Encyclopædia of the Local Government Administration" is the thirty-ninth of the series. It contains, as usual, complete records of the activities, personnel and officers of municipal corporations, county councils, metropolitan authorities, and urban and rural district councils. The latest alterations in local government areas are given in detail. Two features which are included for the first time are statistics of fire brigade services and details of local authorities' superannuation schemes.

The Law Finder. Third Edition, 1936. Demy 8vo. pp. 162. London: Sweet & Maxwell, Ltd. 2s. 6d. net.

The new edition of this useful book is divided into three parts, the first two forming a guide to law books and Acts of Parliament, and the third containing a list of abbreviations used when referring to law reports and text-books. We recommend "The Law Finder" to our readers as a valuable work of reference.

Books Received.

The Law of Housing and Planning. (The Third Edition of "Outlines of the Law of Housing and Planning.") By JOHN J. CLARKE, M.A., F.S.S., of Gray's Inn and the Northern Circuit, barrister-at-law. 1936. Demy 8vo. pp. lv and (with Index) 408. London: Sir Isaac Pitman & Sons, Ltd. 15s. net.

Parliamentary News.

Progress of Bills.

House of Lords.

Alexander Scott's Hospital Order Confirmation Bill.
Read Third Time. [21st May.
Bedwellty Urban District Council Bill.
Commons' Amendments agreed to. [26th May.
Birmingham Corporation Bill.
Reported, with Amendments. [21st May.
Brighton Corporation Bill.
Reported, with Amendments. [21st May.
Buckhaven and Methil Burgh Order Confirmation Bill.
Considered on Report. [27th May.
Cheltenham and Gloucester Joint Water Board, etc., Bill.
Read First Time. [26th May.
Civil List Bill.
Royal Assent. [21st May.
Coinage Offences Bill.
Royal Assent. [21st May.
Cotton Spinning Industry Bill.
Read Third Time. [27th May.
Dalton-in-Furness Urban District Council Bill.
Read Second Time. [27th May.
Dover Corporation Bill.
Reported, with Amendments. [21st May.

East Lothian County Council Order Confirmation Bill.
Royal Assent. [21st May.
Electricity Supply (Meters) Bill.
Read Third Time. [21st May.
Glasgow Corporation Order Confirmation Bill.
Royal Assent. [21st May.
Grampian Electricity Supply Order Confirmation Bill.
Royal Assent. [21st May.
Great Western Railway (Additional Powers) Bill.
Read Second Time. [27th May.
Great Western Railway (Ealing and Shepherd's Bush Railway Extension) Bill.
Committed. [21st May.
Ilfracombe Urban District Council Bill.
Reported, with Amendments. [26th May.
Liverpool Corporation Bill.
Read Third Time. [26th May.
Llanelly District Traction Bill.
Read Second Time. [27th May.
London and North Eastern Railway (London Transport) Bill.
Committed. [21st May.
London Passenger Transport Board Bill.
Read Second Time. [27th May.
Manchester Corporation Bill.
Reported, with Amendments. [21st May.
Mersey Docks and Harbour Board Bill.
Royal Assent. [21st May.
Merton and Morden Urban District Council Bill.
Read First Time. [21st May.
Ministry of Health Provisional Order (Bristol) Bill.
Reported, without Amendment. [27th May.
Ministry of Health Provisional Order Confirmation (Bridport Joint Hospital District) Bill.
Royal Assent. [21st May.
Ministry of Health Provisional Order Confirmation (Luton) Bill.
Royal Assent. [21st May.
Ministry of Health Provisional Order Confirmation (Matlock) Bill.
Royal Assent. [21st May.
Ministry of Health Provisional Order Confirmation (Plympton Saint Mary) Bill.
Read First Time. [21st May.
Ministry of Health Provisional Order Confirmation (Ripon) Bill.
Read First Time. [21st May.
Ministry of Health Provisional Order Confirmation (St. Helens) Bill.
Read First Time. [27th May.
Ministry of Health Provisional Order Confirmation (West Hartlepool) Bill.
Read First Time. [21st May.
Ministry of Health Provisional Order (Falmouth) Bill.
Reported, without Amendment. [27th May.
Ministry of Health Provisional Order (Stockton-on-Tees) Bill.
Reported, without Amendment. [27th May.
National Health Insurance Bill.
Reported, with Amendments. [26th May.
North West Kent Joint Water Bill.
Reported, with Amendments. [26th May.
Nottinghamshire and Derbyshire Traction Bill.
Royal Assent. [21st May.
Old Age Pensions Bill.
Reported, with Amendments. [26th May.
Pilotage Authorities (Limitation of Liability) Bill.
Read Second Time. [21st May.
Retail Meat Dealers' Shops (Sunday Closing) Bill.
Read Second Time. [21st May.
Rhymney Valley Sewerage Board Bill.
Royal Assent. [21st May.
Road Traffic (Driving Licences) Bill.
Read Second Time. [21st May.
Rochester Corporation Bill.
Reported, with Amendments. [26th May.
Royal National Pension Fund for Nurses Bill.
Royal Assent. [21st May.
South East Cornwall Water Board Bill.
Royal Assent. [21st May.
Southern Railway Bill.
Read Second Time. [27th May.
Special Areas Reconstruction (Agreement) Bill.
Read Third Time. [27th May.
Stalybridge Hyde Mossley and Dukinfield Transport and Electricity Board Bill.
Read First Time. [21st May.
Sugar Industry (Reorganisation) Bill.
Royal Assent. [21st May.
Surrey County Council Bill.
Read First Time. [26th May.
Swansea and District Transport Bill.
Commons' Amendments agreed to. [26th May.
Uckfield Water Bill.
Read Third Time. [26th May.
Voluntary Hospitals (Paying Patients) Bill.
Royal Assent. [21st May.
Widows', Orphans' and Old Age Contributory Pensions Bill.
Reported, with Amendments. [26th May.
Winchester Corporation Bill.
Commons' Amendments agreed to.]26th May.
Yorkshire Electric Power Bill.
Royal Assent. [21st May.

House of Commons.

Air Navigation Bill.
In Committee. [25th May.
Alexander Scott's Hospital Order Confirmation Bill.
Read Third Time. [26th May.
Axbridge Rural District Council Bill.
Reported, with Amendments. [21st May.
Bedwellty Urban District Council Bill.
Read Third Time. [25th May.
Buckhaven and Methil Burgh Order Confirmation Bill.
Read Third Time. [22nd May.
Cheltenham and Gloucester Joint Water Board, etc., Bill.
Read Third Time. [25th May.
Cirencester Gas Bill.
Read Third Time. [27th May.
Crown Lands Bill.
Read Second Time. [22nd May.
Darlington Corporation Trolley Vehicles (Additional Routes) Provisional Order Bill.
Read Second Time. [22nd May.
East Lothian County Council Bill.
Reported, with Amendments. [21st May.
Education Bill.
Read Third Time. [27th May.
Education (Scotland) Bill.
Reported, with Amendments. [27th May.
Electricity Supply (Meters) Bill.
Lords' Amendments agreed to. [27th May.
Foundling Hospital Bill.
Read Second Time. [25th May.
Gravesend and Milton Waterworks Bill.
Reported, with Amendments. [21st May.
Huddersfield Corporation (Trolley Vehicles) Bill.
Reported, with Amendments. [21st May.
Kingston-upon-Hull Corporation Bill.
Reported, with Amendments. [21st May.
Land Drainage Provisional Order (No. 2) Bill.
Read First Time. [26th May.
Liverpool Corporation Bill.
Read First Time. [26th May.
London and Middlesex (Improvements, etc.) Bill.
Read Third Time. [27th May.
London Passenger Transport Board Bill.
Read Third Time. [21st May.
Merton and Morden Urban District Council Bill.
Read Third Time. [21st May.
Ministry of Health Provisional Order (Essex) Bill.
Read Second Time. [27th May.
Ministry of Health Provisional Order (Heathfield and District Water) Bill.
Read Second Time. [27th May.
Ministry of Health Provisional Order (Helston and Porthleven Water) Bill.
Read Second Time. [22nd May.
Ministry of Health Provisional Order (Lancaster) Bill.
Read Second Time. [22nd May.
Ministry of Health Provisional Order (Leeds) Bill.
Read Second Time. [22nd May.
Ministry of Health Provisional Order (Ramsey and Saint Ives Joint Water District) Bill.
Read Second Time. [22nd May.
Ministry of Health Provisional Order (Tees Valley Water Board) Bill.
Read Second Time. [22nd May.
Mortlake Crematorium Bill.
Read Second Time. [25th May.
North Wales Electric Power Bill.
Lords' Amendments agreed to. [25th May.
Pier and Harbour Provisional Order (Cowes) Bill.
Read Second Time. [27th May.
Pier and Harbour Provisional Order (Gloucester) Bill.
Read Second Time. [22nd May.
Pier and Harbour Provisional Order (Keyhaven) Bill.
Read Second Time. [27th May.

Pier and Harbour Provisional Order (Maryport) Bill.
Read Second Time. [27th May.
Pier and Harbour Provisional Order (Paignton) Bill.
Read Second Time. [27th May.
Pier and Harbour Provisional Order (Whitley Bay) Bill.
Read Second Time. [27th May.
Post Office (Sites) Bill.
Read First Time. [21st May.
Sea Fisheries Provisional Order (No. 1) Bill.
Read First Time. [27th May.
Sea Fisheries Provisional Order (No. 2) Bill.
Read First Time. [27th May.
Shops Bill.
Reported, with Amendments. [21st May.
South Staffordshire Water Bill.
Reported, with Amendments. [21st May.
Stalybridge Hyde Mossley and Dukinfield Transport and Electricity Board Bill.
Read Third Time. [21st May.
Surrey County Council Bill.
Read Third Time. [25th May.
Swansea and District Transport Bill.
Read Third Time. [22nd May.
Trial of Peers (Abolition of Privilege) Bill.
Read First Time. [27th May.
Weights and Measures Bill.
Reported, with Amendments. [21st May.
Winchester Corporation Bill.
Read Third Time. [25th May.

Questions to Ministers.

RENT AND MORTGAGE INTEREST RESTRICTION (AMENDMENT) ACT, 1933.

Mr. DINGLE FOOT asked the Minister of Health whether his attention has been called to the recent decision of the Court of Appeal in *Heginbottom* v. *Watts*, laying it down that, as a result of the Rent and Mortgage Interest Restriction (Amendment) Act, 1933, the onus lies upon the tenant of a dwelling-house to show that the house is still controlled, even though the rateable value of the house is less than £20; and whether he will consider the advisability of amending the law in order to obviate the difficulties that will otherwise arise.

Sir K. WOOD: I have seen a report of the case in question. As at present advised I do not consider that any action is called for.

Mr. FOOT: Does not the right hon. Gentleman appreciate that in many cases this will be an absolutely impossible burden for the tenant to shoulder, since he cannot know the history of a house before he takes it, and does he not appreciate that in a large number of cases this will utterly destroy the protection it was intended to give by the Rent Acts?

Sir K. WOOD: Perhaps the hon. Member had better wait and see whether any of the things which he anticipates do happen. [21st May.

MARRIAGE LAWS.

Mr. LIDDALL asked the Attorney-General whether he will consider asking the Law Revision Committee to examine and consider the whole question of actions for breach of promise of marriage and their treatment and results at the hands of courts and juries.

The ATTORNEY-GENERAL (Sir Donald Somervell): I do not consider that the type of case to which the hon. Member refers is one which is suitable for the consideration of the Law Revision Committee, which deals with matters of a more technical and less controversial nature.

Mr. LIDDALL: Would it not be much better for a young couple to discover their incompatibility before marriage rather than to go through with the ceremony, and then be forced to go to the Divorce Court?

The ATTORNEY-GENERAL: I would like notice of that question. [27th May.

The annual conference of the National Association of Building Societies opens at Llandudno on Tuesday, 2nd June. The National Association represents more than 350 Building Societies throughout Great Britain, with total assets exceeding £500,000,000. Among the subjects to be discussed are "The effect of modern legislation and the demand for improved standards of design and construction upon Values" (Surveyors' group meeting), "Guarantees and Pooling Agreements" (Solicitors' group meeting), and "Training for administrative and executive Work" (Administrative and Executive Officers' group meeting). The conference will close on Friday, 5th June.

Societies.

City of London Solicitors' Company.

ANNUAL DINNER.

The annual dinner of The City of London Solicitors' Company was held at the Mansion House on Monday, 25th May, the Master, Mr. E. G. Roscoe, being in the chair.

The MASTER proposed the toast of the Lord Mayor, the Sheriffs and the Corporation of the City of London, and expressed the thanks of the Company to the Lord Mayor for his kindness in allowing them once again to hold their annual dinner at the Mansion House. The LORD MAYOR, in replying, said that he wished the Company every success, and mentioned that he was in the unusual position of being a guest in his own home.

Mr. ANTHONY PICKFORD, Senior Warden, proposed the toast of the Bench and Bar. He supposed that the Bench included the Lord Chancellor and the Lords of Appeal, represented there by Lord Atkin and Lord Roche. He would like to take the opportunity of congratulating Lord Hailsham on his elevation to the Lord Chancellorship. The Court of Appeal was represented by the Master of the Rolls and Lord Justice Scott. He would like to ask the Master of the Rolls to convey to his predecessor, Lord Hanworth, a message of appreciation of the debt which solicitors owed to him for his services to their profession. In Lord Wright they would have equal confidence. Lord Wright was no stranger to their Company, as he had for a period acted as their honorary counsel. They had hoped that the Attorney-General would have been present that evening, but, in his absence, he welcomed as representative of the Bar, Sir Herbert Cunliffe, the Chairman of the Bar Council.

The LORD CHANCELLOR, in replying, said he was glad to be able to confirm the Senior Warden's assumption that the Bench included the Lord Chancellor and the Lords of Appeal. Before coming he had looked up the accepted definition of a solicitor, which he found in "The Commonwealth of England." A solicitor is there described as one "learned in the law and able to instruct counsellors in the same." Much was heard to-day of the expense of litigation and its delays. The expense, he had heard, was chiefly due to counsels' fees. So far as delay was concerned, the Chancery Division had put its house in order. A year ago a committee was appointed to enquire into delay in the King's Bench Division. That committee had reported, and he hoped that some of its recommendations would before long be brought into force. In the meantime, delays had ceased to exist, and it was difficult to find work for the judges, other than the hearing of applications to postpone because solicitors were not ready. Additional work had fortunately been provided by the Minister of Transport in dealing with breaches of the motoring laws. He might mention that the House of Lords had that day finished the hearing of a case which had only been set down on the previous Wednesday. He was not, however, saying that this could be regarded as a general rule.

He said he thought that there had never been a time when the standard of justice had been higher than it was to-day. There never had been a time when public confidence in the impartiality and competence of our tribunals had been more complete. He thought that in this country the standard of justice and respect for the law stood higher than in any other country in the world. Nowhere else was there such complete acceptance of the rule of law and justice as prevailed in this country to-day. He would like to include in the justiciary those who were often spoken of as "the great unpaid." He realised how hard these men and women worked in the interests of justice. Out of 70,000 indictable offences brought forward for the last year for which figures were available, 61,000 were dealt with summarily and of the remaining 9,000 some 5,800 were dealt with at Quarter Sessions. Apart from indictable offences, there were 578,000 summary charges dealt with by magistrates in the year. If civil cases were included, it would be found that the magistrates dealt with over 660,000 cases altogether. That represented an overwhelming proportion of the judicial work of the country, and it was discharged by a body of men who, no doubt, did not always attain to the high standard of competence and experience called for in a judge of the High Court, but who none the less devoted their leisure and their skill to the public service with no other desire than to administer justice according to the law. He knew they could make mistakes, and their decisions were rightly subject to review by the High Court, but anyone would be rendering a great disservice to his country if, by disparagement of their efforts and by cheap jibes at their mistakes, public confidence in the work was shaken, and men of the right type were in consequence deterred from accepting the responsible duties of office.

Sir HERBERT CUNLIFFE, in replying on behalf of the Bar, expressed his thanks. The speaker responsible for responding to this toast at a gathering of solicitors was expected to divide his discourse under three heads, firstly, the merits and modesty of the members of the Bar; secondly, the opportunities which solicitors had of appreciating their work, and, thirdly, the relationship between the two branches of the profession. All he wished to say was that he was in favour of all three, and he would like to add that he was very pleased to think that the relations between the Bar and solicitors were never more cordial than they were to-day.

Mr. H. S. SYRETT, Junior Warden, proposed the toast of the Guests. He wished the Lord Mayor God-speed on his mission to Vancouver, and would like to send by him a loyal message of greeting to the lawyers of Vancouver. He was very glad to see Sir Harry Pritchard, the President of The Law Society, there, and said that the relationship between their Company and The Law Society was excellent.

The Chilean Ambassador, His Excellency DON AUGUSTIN EDWARDS, replying on behalf of the Guests, referred to the Permanent Court of International Justice. He hoped that the time was not far distant when civilised nations would settle their grievances like civilised beings, by referring them to such a court instead of settling them by force.

THE MASTER OF THE ROLLS, proposing the toast of the City of London Solicitors' Company, said that during the very brief period during which he was Honorary Counsel to the Company his opinion had only been asked once, but apparently that was enough (laughter). The Company had been closely associated with the inauguration and working of the Commercial Court. He felt that it was really the solicitors' profession who, in the first place, selected those who reached the Bench, and the eminent positions which many of those who had practised in the Commercial Court had reached would show that the solicitors had selected wisely and well. It was sometimes asked why there was a City of London Solicitors' Company as well as The Law Society. They were a body of solicitors whose special duty it was to advise the City merchants in their dealings. It was a tradition that they had failed in their handling of a situation if an action reached the court.

The Master replied.

Among those present were—Sir Harry Pritchard (President of The Law Society), Lord Atkin, Lord Roche, Lord Snell (Chairman of the London County Council), Lord Justice Scott, Sir Edmund Cook (Secretary of The Law Society) Sir Vansittart Bowater, Sir Reginald Poole, Sir John Stewart-Wallace, Sir G. Wyatt Truscott, Sir Hugh Turnbull, His Hon. Judge Hargreaves, The Hon. S. O. Henn Collins, K.C., Mr. Clement Davies, K.C., Mr. Maurice Healy, K.C., Mr. A. T. Miller, K.C., Mr. Rowland Thomas, K.C., Mr. Cecil Whiteley, K.C. (Common Serjeant), Mr. J. H. N. Armstrong (Past Master), Mr. R. W. Bartlett (President of Incorporated Accountants' and Auditors' Society), Mr. E. B. Baggallay (Past Master), Mr. A. F. Bell (Clerk), Mr. P. D. Botterell (Past Master), Mr. Leslie Bowker (City Remembrancer), Mr. C. E. C. Brown (Hon. Parliamentary Agent), Mr. L. C. Bullock (Member of Court), Mr. L. Burgin (Parliamentary Secretary to the Board of Trade), Mr. A. T. Cummings (Member of Court), Mr. R. E. Dummett (Metropolitan Magistrate), Mr. W. N. Earle (Secondary of London), Mr. H. A. Easton (Member of Court), Hon. E. G. Eliot (Immediate Past Master), Mr. P. C. Fawcett (Member of Court), Mr. H. D. P. Francis (Past Master), Mr. R. S. Fraser (Past Master), Mr. C. S. Golding (Member of Court), Mr. F. M. Guedalla (Past Master), Mr. A. Hair (Member of Court), Mr. J. M. Haslip (Past Master), Mr. H. Knox (Past Master), Mr. G. L. F. McNair (Past Master and Hon. Treasurer), Mr. M. C. Matthews (Past Master), Mr. G. S. Pott (Past Master), Mr. E. A. Rehder (Member of Court), Mr. S. C. Scott (Past Master), Mr. E. J. Stannard (Past Master), Mr. T. H. Wrensted (Past Master).

Barristers' Benevolent Association.

At the annual meeting of the Barristers' Benevolent Association held in Gray's Inn Hall, on 21st May, the chair was taken by LORD ATKIN, who proposed the adoption of the annual report and accounts. He said that he felt confident that the Association could secure all the support it needed if the fact were once made known to the profession that at present it could not meet the claims made on it as fully as it wished to do. The Bar was characterised by a singular absence of personal jealousy and a great feeling of fellowship, and in that lay the claim of the Association on members of the legal profession. Almost every man who had had success in practice must have asked himself at some time or another why the work had come to him and remained with him instead of going to the other fellow. He did not know of anything that could make a greater appeal than the fact that others who had been less fortunate had fallen by the wayside. Many factors might bring distress to a member of the Bar; early illness, the death of valuable clients, or increasing age. It was here that the Barristers' Benevolent Association came in to relieve that unhappiness. Help was given to members of the Bar themselves, but more often to widows and children. It ought to be a rule of the profession that everyone who cleared a net income of 200 guineas should begin to subscribe at least one guinea to the Association. This was no time to talk of tithes—an invidious subject—but something like a tenth of the net income might well be allotted to this cause. Nor should those who had signed bankers' orders or covenants for seven years rest content with a subscription which they had foreseen possible at the time of signing; the amount subscribed should increase with the income.

His Honour Judge DUMAS seconded the motion and pointed out that in Scotland it was impossible for an advocate's widow to be destitute, because of the statutory provision for her. The Bar, in addition to being a most honourable and generous profession, was also the cheapest to get into, and its members should not begrudge a contribution which might well have been exacted from them before they entered.

Mr. Justice HUMPHREYS proposed the election of the committee, and paid a warm tribute to the work of the men who served on it. He pointed out that enormous sums were given every year by members of the Bar for the assistance of their less fortunate fellows, quite apart from the Barristers' Benevolent Association. These sums were, however, unknown to the public, and it was wrong that the generosity of the Bar should be judged by the income of the Association. He urged all members to subscribe a sum commensurate with their income in order that those outside the profession might not think that the Bar of England failed to support its poorer members.

In reply to a proposal of Mr. W. G. H. COOK, that more attention should be paid to education, legal advice, medical treatment, insurance and the provision of employment, Sir WILLIAM HANSELL, K.C., pointed out that the Association already made frequent grants towards medical treatment and education and gave free legal advice through its committee or its honorary solicitors. The committee had, however, considered the question of providing employment and had decided against any such activity.

Mr. R. M. MONTGOMERY, K.C., proposed, and Mr. LEONARD CROUCH seconded, the re-election of the auditors, and Mr. Justice HILBERY proposed a vote of thanks to the committee and officers for their services. He pointed out that Mr. Justice Humphreys, in proposing their election, had been unable to refrain from a eulogy of their work and had thereby made the speech which he himself would have otherwise felt it right to make. Master VALENTINE BALL, seconding the motion, interested the meeting with reminiscences of the Association's first secretary. The CHAIRMAN pointed out that some of the most hard-worked members of the committee were concealed under the title of honorary treasurer and honorary secretary, and named Messrs. H. B. Vaisey, K.C., and Mr. F. J. Tucker, K.C., honorary treasurers, S. E. Pocock and C. P. Harvey, honorary secretaries, and Miss M. V. Chubb, assistant secretary.

His Honour Judge KONSTAM proposed and Mr. FERGUS MORTON, K.C., seconded, a vote of thanks to the Treasurer and Masters of the Bench of Gray's Inn, and Lord Justice SCOTT and Mr. J. D. CASWELL proposed and seconded a vote of thanks to the Chairman.

Law Association.

The monthly meeting of the Directors was held on the 25th May, Mr. Guy H. Cholmeley in the chair. The other Directors present were: Messrs. E. B. V. Christian, Douglas T. Garrett, W. Alan Gillett, Frank S. Pritchard, J. E. W. Rider, John Venning, William Winterbotham, and the Secretary, Mr. Andrew H. Morton. A sum of £999 was voted in renewal of allowances to pensioners and grants amongst twenty-one applicants and other general business transacted.

Christ Church Law Club.

The Christ Church Law Club is holding, in London, its inaugural dinner on Monday, 15th June, in the shape of a dinner to its President, Sir Thomas Inskip, C.B.E., K.C., M.P., and one of its Vice-Presidents, Lord Justice Greene, M.C., in celebration of their recent respective appointments. The other guests will include Lord Atkin, Sir D. Plunket Barton, Sir Maurice Gwyer, and the Dean of Christ Church.

Mr. Harry Faulkner Brown, solicitor, of Chester, left £134,080, "so far as at present can be ascertained," with net personalty £119,019.

Legal Notes and News.

Honours and Appointments.

Mr. J. K. BLACKWOOD, solicitor, of Liverpool, has been appointed Junior Registrar of Liverpool County Court and Registrar of the Birkenhead County Court. Mr. Blackwood was admitted a solicitor in 1908.

Mr. KENNETH TANSLEY, solicitor, Clerk to the Enfield Urban District Council, has been appointed Clerk and Solicitor to the Wembley Urban District Council. Mr. Tansley was admitted a solicitor in 1926.

Mr. C. G. DES FORGES, Assistant Solicitor to the Rotherham Corporation, has been appointed Assistant Solicitor to the Brighton Corporation. Mr. des Forges was admitted a solicitor in 1935.

Professional Announcements.

(2s. per line.)

SOLICITORS & GENERAL MORTGAGE & ESTATE AGENTS ASSOCIATION.—A link between Borrowers and Lenders, Vendors and Purchasers.—Apply, The Secretary, Reg. Office: 12, Craven Park, London, N.W.10.

Notes.

Mr. Tom Eastham, K.C., has resigned his office as Recorder of Oldham on his appointment as an Official Referee.

Mr. J. M. Theobald, a quantity surveyor (Messrs. Gardiner and Theobald), has been elected President of the Chartered Surveyors' Institution in succession to Mr. H. M. Stanley (Messrs. St. Quinton, Son & Stanley).

The annual reception of the County of London Magistrates' Club will be held at Grosvenor House on Thursday, 11th June. Sir Percival Clarke, Chairman of the County of London Sessions, and Lady Clarke will receive the guests.

A Crown Office notice in the *London Gazette* states that the Commission Days for the Summer Assizes on the North Wales and Chester Circuit have been postponed to Monday, 8th June, at Dolgelly, and to Thursday, 11th June, at Caernarvon.

A party of French people, the majority of them lawyers, came to London last Wednesday for a stay of two days. Most of them were members of the Fédération Générale des Avoués de France, which is holding its annual conference at Le Touquet. On Thursday evening a reception was given to them at The Law Society's Hall.

Mr. Richard Wilson Bartlett, J.P., F.S.A.A., Senior Partner of the firm of Messrs. Walter Hunter, Bartlett, Thomas & Co., of Newport, Mon., Cardiff and London, has been re-elected President of the Society of Incorporated Accountants and Auditors. Mr. Walter Holman, F.S.A.A., a partner in the firm of Messrs. Allen & Baldry and Holmans, London, has been re-elected Vice-President.

For some considerable time, notice has been given of certain alterations in the conditions of eligibility for entry to the examinations of The Auctioneers' and Estate Agents' Institute of the United Kingdom, such alterations to come into force in 1937. These regulations have become known as the pink regulations. Since these regulations were published, certain questions have arisen, and, after careful consideration, the council has decided to postpone enforcement of the regulations until 1938, in order that further consideration can be given to the points in question. The attention of members and prospective candidates for the examinations is, therefore, drawn to the fact that the existing regulations will apply to the examinations in 1937, after which new regulations governing the conditions of eligibility will come into force.

One of the objects of the changes effected recently in Court of Session procedure was the speeding up of the conduct of court business. A case decided by Lord Wark on 13th May affords an excellent illustration of the possibilities under the new Rules of Court of expedition in the hearing and disposing of matters of dispute. At the beginning of the Summer Session (5th May) an application was presented for the summary trial under the new procedure of questions of interpretation which had arisen with regard to the provisions of a will. On 13th May Lord Wark heard parties, and gave his decision. Thus only eight days elapsed from the time the case was brought until it was finally disposed—an undoubted record in the matter of quick service in the Law Courts. The case was the first begun and concluded under the new summary trial procedure. On a previous occasion when advantage was taken of this form of process the case was begun as an ordinary action.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 11th June, 1936.

	Div. Months.	Middle Price 27 May 1936.	Flat Interest Yield.	‡Approximate Yield with redemption
ENGLISH GOVERNMENT SECURITIES			£ s. d.	£ s. d.
Consols 4% 1957 or after	FA	115½	3 9 3	2 19 10
Consols 2½%	JAJO	84½	2 19 2	—
War Loan 3½% 1952 or after	JD	105⅝	3 6 5	3 1 9
Funding 4% Loan 1960-90	MN	116¾	3 8 6	3 0 2
Funding 3% Loan 1959-69	AO	103¾	2 17 10	2 15 7
Funding 2½% Loan 1956-61	AO	95¾	2 12 2	2 14 9
Victory 4% Loan Av. life 23 years	MS	114¾	3 9 8	3 1 11
Conversion 5% Loan 1944-64	MN	118	4 4 9	2 6 11
Conversion 4½% Loan 1940-44	JJ	109xd	4 2 7	2 11 2
Conversion 3½% Loan 1961 or after	AO	106¾	3 5 7	3 2 1
Conversion 3% Loan 1948-53	MS	104½	2 17 3	2 10 8
Conversion 2½% Loan 1944-49	AO	101⅝	2 9 1	2 5 0
Local Loans 3% Stock 1912 or after	JAJO	96⅜	3 2 3	—
Bank Stock	AO	378	3 3 6	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	87½	3 2 10	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	96½	3 2 2	—
India 4½% 1950-55	MN	115	3 18 3	3 3 1
India 3½% 1931 or after	JAJO	97½	3 11 10	—
India 3% 1948 or after	JAJO	85½	3 10 2	—
Sudan 4½% 1939-73 Av. life 27 years	FA	119	3 15 8	3 8 3
Sudan 4% 1974 Red. in part after 1950	MN	116	3 9 0	2 12 4
Tanganyika 4% Guaranteed 1951-71	FA	115	3 9 7	2 15 4
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	110	4 1 10	2 10 4
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	111	3 12 1	3 4 4
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	103xd	3 12 10	3 9 2
Canada 4% 1953-58	MS	112	3 11 5	3 1 7
*Natal 3% 1929-49	JJ	102	2 18 10	—
*New South Wales 3½% 1930-50	JJ	101	3 9 4	—
*New Zealand 3% 1945	AO	101	2 19 5	2 17 6
Nigeria 4% 1963	AO	113	3 10 10	3 5 5
*Queensland 3½% 1950-70	JJ	101	3 9 4	3 8 2
South Africa 3½% 1953-73	JD	107	3 5 5	2 19 5
*Victoria 3½% 1929-49	AO	100	3 10 0	3 10 0
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	97	3 1 10	—
*Croydon 3% 1940-60	AO	100	3 0 0	3 0 0
Essex County 3½% 1952-72	JD	108	3 4 10	2 17 10
Leeds 3% 1927 or after	JJ	96	3 2 6	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	107	3 5 5	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	81	3 1 9	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	95	3 3 2	—
Manchester 3% 1941 or after	FA	97	3 1 10	—
*Metropolitan Consd. 2½% 1920-49	MJSD	100¾	2 9 7	—
Metropolitan Water Board 3% "A" 1963-2003	AO	96	3 2 6	3 2 10
Do. do. 3% "B" 1934-2003	MS	97	3 1 10	3 2 1
Do. do. 3% "E" 1953-73	JJ	101	2 19 5	2 18 5
Middlesex County Council 4% 1952-72	MN	114	3 10 2	2 17 10
† Do. do. 4½% 1950-70	MN	116	3 17 7	3 1 6
Nottingham 3% Irredeemable	MN	96	3 2 6	—
Sheffield Corp. 3½% 1968	JJ	108	3 4 10	3 2 0
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	115½	3 9 3	—
Gt. Western Rly. 4½% Debenture	JJ	127½	3 10 7	—
Gt. Western Rly. 5% Debenture	JJ	140½	3 11 2	—
Gt. Western Rly. 5% Rent Charge	FA	135½	3 13 10	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	131½	3 16 1	—
Gt. Western Rly. 5% Preference	MA	121½	4 2 4	—
Southern Rly. 4% Debenture	JJ	114	3 10 2	—
†Southern Rly. 4% Red. Deb. 1962-67	JJ	115½	3 9 3	3 2 4
Southern Rly. 5% Guaranteed	MA	131½	3 16 1	—
Southern Rly. 5% Preference	MA	123	4 1 4	—

*Not available to Trustees over par. †Not available to Trustees over 115
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.